

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM468097

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Synergy Homecare Franchising, L.L.C.		04/02/2018	Limited Liability Company: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ares Capital Corporation		
<b>Street Address:</b>	245 Park Avenue, 44th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4258131	ARMS AROUND FAMILY CAREGIVERS	
<b>Registration Number:</b>	5342313	CARE IN THE TIME OF CRISIS	
<b>Registration Number:</b>	5318526	PROMISE TEAM	
<b>Registration Number:</b>	4533538	SYNERGY 360°	
<b>Registration Number:</b>	3066796	SYNERGY HOMECARE	
<b>Registration Number:</b>	4147375	SYNERGY HOMECARE	
<b>Registration Number:</b>	2958593	SYNERGY HOMECARE	
<b>Registration Number:</b>	4702669	SYNERGY HOMECARE	
<b>Registration Number:</b>	4643625	SYNERGY HOMECARE C.A.R.E. TEAM COORDINAT	
<b>Serial Number:</b>	87604733	CARE FOR EVERYONE	
<b>Serial Number:</b>	87496854	SENIOR SELFIE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129692900		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	2129693000		
<b>Email:</b>	trademark@proskauer.com		
<b>Correspondent Name:</b>	Brendan Leanos		
<b>Address Line 1:</b>	Proskauer Rose LLP		

CH \$290.00 4258131

**Address Line 2:** Eleven Times Square  
**Address Line 4:** New York, NEW YORK 10036-8299

**ATTORNEY DOCKET NUMBER:** 11668.302

**NAME OF SUBMITTER:** Brendan Leanos

**SIGNATURE:** /Brendan Leanos/

**DATE SIGNED:** 04/02/2018

**Total Attachments: 6**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 2, 2018, is made by each of the entities listed on the signature pages hereof (each a “**Grantor**” and, collectively, the “**Grantors**”), in favor of Ares Capital Corporation (“**Ares Capital**”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “**Agent**”) for the Lenders, the L/C Issuers, and the other Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 2, 2018 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, Holdings and the other Credit Parties from time to time party thereto, the Lenders from time to time party thereto, and Ares Capital, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (the “**Guaranty and Security Agreement**”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Trademark Collateral**”):

- (a) all of its Trademarks providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SYNERGY HOMECARE FRANCHISING,  
L.L.C.  
as Grantor

By: 

Name: Andrew Kieffer

Title: Assistant Secretary and Assistant Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006310 FRAME: 0433**

ACCEPTED AND AGREED  
as of the date first above written:

ARES CAPITAL CORPORATION  
as Agent

By: \_\_\_\_\_

Name:

Title:

Mitchell Goldstein  
Authorized Signatory



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]


**TRADEMARK**  
**REEL: 006310 FRAME: 0434**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Registration Number	Registration Date	Owner Name
ARMS AROUND FAMILY CAREGIVERS	4,258,131	December 11, 2012	Synergy HomeCare Franchising, L.L.C.
CARE IN THE TIME OF CRISIS	5,342,313	November 21, 2017	Synergy HomeCare Franchising, L.L.C.
PROMISE TEAM	5,318,526	October 24, 2017	Synergy HomeCare Franchising, L.L.C.
SYNERGY 360°	4,533,538	May 20, 2014	Synergy HomeCare Franchising, L.L.C.
SYNERGY HOMECARE	3,066,796	March 7, 2006	Synergy HomeCare Franchising, L.L.C.
SYNERGY HOMECARE	4,147,375	May 22, 2012	Synergy HomeCare Franchising, L.L.C.
SYNERGY HOMECARE and Heart Design 	2,958,593	May 31, 2005	Synergy HomeCare Franchising, L.L.C.
SYNERGY HOMECARE and Left Design 	4,702,669	March 17, 2015	Synergy HomeCare Franchising, L.L.C.
SYNERGY HOMECARE C.A.R.E. TEAM COORDINATED AND RESPONSIVE ENGAGEMENT and Color Design	4,643,625	November 25, 2014	Synergy HomeCare Franchising, L.L.C.

Mark	Registration Number	Registration Date	Owner Name
			

2. TRADEMARK APPLICATIONS:

Mark	Jurisdiction	Application Serial Number	Application Date	Owner
CARE FOR EVERYONE	United States	87/604,733	September 12, 2017	Synergy HomeCare Franchising, L.L.C.
SENIOR SELFIE	United States	87/496,854	June 20, 2017	Synergy HomeCare Franchising, L.L.C.