

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM483193

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|---|----------------------------------|-----------------------|-----------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| HEALTH ESSENTIALS HOLDINGS, INC. | | 06/19/2018 | Corporation: DELAWARE |
| HEALTH ESSENTIALS ACQUISITION CORP. | | 06/19/2018 | Corporation: DELAWARE |
| HEALTHESSENTIALS, LLC | | 06/19/2018 | Limited Liability Company: NEVADA |
| HOSPICE TOUCH, INC. | | 06/19/2018 | Corporation: CALIFORNIA |
| RECEIVING PARTY DATA | | | |
| Name: | COMERICA BANK | | |
| Street Address: | 39200 W. SIX MILE ROAD | | |
| Internal Address: | MC 7512 | | |
| City: | LIVONIA | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 48152 | | |
| Entity Type: | TEXAS BANKING ASSOCIATION: TEXAS | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 87692172 | REMITA HEALTH | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 8585506420 | | |
| <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> | | | |
| Phone: | 858-550-6433 | | |
| Email: | jmfitzpatrick@cooley.com | | |
| Correspondent Name: | JENNIFER FITZPATRICK | | |
| Address Line 1: | C/O COOLEY LLP | | |
| Address Line 2: | 4401 EASTGATE MALL | | |
| Address Line 4: | SAN DIEGO, CALIFORNIA 92121 | | |
| ATTORNEY DOCKET NUMBER: | 036703-1652 | | |
| NAME OF SUBMITTER: | JENNIFER FITZPATRICK | | |
| SIGNATURE: | /JENNIFER FITZPATRICK/ | | |

CH \$40.00 87692172

DATE SIGNED:

07/24/2018

Total Attachments: 9

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**FIRST AMENDMENT
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This First Amendment to Intellectual Property Security Agreement is entered into as of June 19, 2018 (the “**Amendment**”) by and among COMERICA BANK (“**Bank**”), HEALTH ESSENTIALS HOLDINGS, INC., a Delaware corporation, and HEALTH ESSENTIALS ACQUISITION CORP., a Delaware corporation, and HEALTHESSENTIALS, LLC, a Nevada limited liability company, and HOSPICE TOUCH, INC., a California corporation (collectively, the “**Grantor**”).

RECITALS

Grantor and Bank are parties to that certain Intellectual Property Security Agreement dated as of June 27, 2014, as amended from time to time (the “**IPSA**”). Grantor has obtained a new trademark item. As such, the parties desire to amend the IPSA in accordance with the terms of this Amendment.

NOW, THEREFORE, the parties agree as follows:

1. Exhibit C (Trademarks) to the IPSA is hereby amended and restated in its entirety with Exhibit C attached hereto.
2. Unless otherwise defined, all initially capitalized terms in this Amendment shall be as defined in the IPSA. The IPSA, as amended hereby, shall be and remain in full force and effect in accordance with its respective terms and hereby is ratified and confirmed in all respects. Except as expressly set forth herein, the execution, delivery, and performance of this Amendment shall not operate as a waiver of, or as an amendment of, any right, power, or remedy of Bank under the IPSA, as in effect prior to the date hereof. Grantor ratifies and reaffirms the continuing effectiveness of all agreements entered into in connection with the IPSA.
3. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]


IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:


1990 MacArthur Blvd., Suite 950,
Irvine, CA 92613
Attn: Chief Executive Officer

GRANTOR

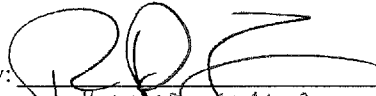
HEALTH ESSENTIALS HOLDINGS, INC.

By: 
Name: RICHARD SLAGER
Title: CEO and President


HEALTH ESSENTIALS ACQUISITION CORP.

By: 
Name: RICHARD SLAGER
Title: CEO and President

HEALTH ESSENTIALS, LLC

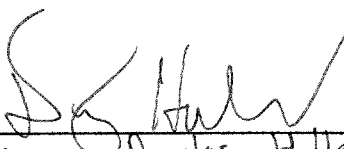
By: 
Name: RICHARD SLAGER
Title: CEO and President

HOSPICE TOUCH, INC.

By: 
Name: RICHARD SLAGER
Title: CEO and President

BANK:

COMERICA BANK

By: 
Name: Douglas Hullenbeck
Title: Vice President

Address of Bank:

M/C 7512
39200 W. Six Mile Road
Livonia, MI 48152
Attn: Livonia Operations Center

EXHIBIT C
Trademarks

| <u>Description</u> | <u>Registration / Serial Number</u> | <u>Registration / Application Date</u> |
|--------------------|---|--|
| REMITA HEALTH | 87/692,172 | 11/20/17 |

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 27, 2014 by and among COMERICA BANK ("Bank"), HEALTH ESSENTIALS HOLDINGS, INC., a Delaware corporation, and HEALTH ESSENTIALS ACQUISITION CORP., a Delaware corporation, and HEALTHESSENTIALS, LLC, a Nevada limited liability company, and RxESSENTIALS, LLC, a California limited liability company, and COMFORT RX, LLC, a California limited liability company, and HOSPICE TOUCH, INC., a California corporation (collectively, the "Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof, but excluding the Excluded Property .

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Remainder of page left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

Address of Grantor:

3401 W. Sunflower Ave., Suite 225
Santa Ana, CA 92704
Attn: Chief Executive Officer

“GRANTOR”

HEALTH ESSENTIALS HOLDINGS, INC.

By: [Signature]
Name: LES GRANOW
Title: TREASURER

HEALTH ESSENTIALS ACQUISITION CORP.

By: [Signature]
Name: LES GRANOW
Title: TREASURER

HEALTHESSENTIALS, LLC

By: HEALTH ESSENTIALS ACQUISITION CORP.
Its: MEMBER - MANAGER

By: [Signature]
Name: LES GRANOW
Title: TREASURER

RxESSENTIALS, LLC

By: HEALTH ESSENTIALS ACQUISITION CORP.
Its: MEMBER - MANAGER

By: [Signature]
Name: LES GRANOW
Title: TREASURER

COMFORT RX, LLC

By: HEALTH ESSENTIALS ACQUISITION CORP.
Its: MEMBER - MANAGER

By: [Signature]
Name: LES GRANOW
Title: TREASURER

HOSPICE TOUCH, INC.

By: [Signature]
Name: LES GRANOW
Title: PRESIDENT

Address of Bank:

M/C 7512
39200 W. Six Mile Road
Livonia, MI 48152
Attn: Livonia Operations Center

BANK:

COMERICA BANK

By: [Signature]
Name: Michael Espback
Title: Vice President

107938947

EXHIBIT A

Copyrights

| <u>Description</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|--------------------|--------------------------------|--------------------------|
|--------------------|--------------------------------|--------------------------|

EXHIBIT B

Patents

| Description | Patent / Application Number | Issue / Application Date |
|--------------------|--|-------------------------------------|
|--------------------|--|-------------------------------------|

EXHIBIT C

Trademarks

| Description | Registration/ Application Number | Registration/ Application Date |
|--------------------|---|---|
|--------------------|---|---|

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