

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM482020

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	INTELLECTUAL PROPERTY SECURITY INTEREST IN TRADEMARKS AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BRISTOL HOSPICE, L.L.C.		07/13/2018	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	BRIGHTWOOD LOAN SERVICES LLC		
Street Address:	810 Seventh Avenue		
Internal Address:	26th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4418269	THE PLACE OF THE BRIDGE	
Registration Number:	4425107	B	
Registration Number:	4425108	BRISTOL HOSPICE	
Registration Number:	4425109	BRISTOL HOMECARE	
Registration Number:	4425110	EMBRACING A REVERENCE FOR LIFE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2122942684		
Email:	trademarkny@winston.com		
Correspondent Name:	James W. Kachadoorian		
Address Line 1:	200 Park Avenue		
Address Line 2:	Winston & Strawn LLP		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	086229/28		
NAME OF SUBMITTER:	James W. Kachadoorian		
SIGNATURE:	/James W. Kachadoorian by trademarkny/		

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DATE SIGNED:	07/16/2018
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Total Attachments: 5

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**INTELLECTUAL PROPERTY
SECURITY INTEREST IN TRADEMARKS AGREEMENT**

This INTELLECTUAL PROPERTY SECURITY INTEREST IN TRADEMARKS AGREEMENT (the “**Trademark Security Agreement**”) dated July 13, 2018, is made by each of the parties identified as “Grantors” on the signature pages hereto and such other parties as may become Grantors after the date hereof (individually a “Grantor”, and collectively the “Grantors”) in favor of **BRIGHTWOOD LOAN SERVICES LLC**, having an address at 810 Seventh Avenue, 26th Floor, New York, NY 10019 (“**Administrative Agent**”).

W I T N E S S E T H

WHEREAS, the Grantors entered into the Second Lien Security and Pledge Agreement dated as of the date hereof (as may be amended, supplemented, extended, restated or otherwise modified, the “**Security and Pledge Agreement**”) among the Grantors, the other grantors party thereto and the Administrative Agent; and

WHEREAS, under the terms of the Security and Pledge Agreement, each of the Grantors have pledged and granted to the Administrative Agent a security interest in, among other property, certain Intellectual Property of such Grantors, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office;

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees, for the benefit of the Administrative Agent, as follows:

SECTION 1. Grant of Security. Each Grantor hereby pledges, and grants to the Administrative Agent, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, a security interest in and Lien on all of such Grantors' right, title and interest to and under, in each case, whether now owned or existing, or hereafter acquired or arising in the following (the “**Trademark Collateral**”):

- (a) the United States registered Trademarks, Trademarks for which United States applications are pending and exclusive Trademark Licenses, including as set forth in Schedule A hereto, and all goodwill associated therewith or symbolized thereby;
- (b) all causes of action arising prior to or after the date hereof for infringement of any of the foregoing; and
- (c) all Proceeds of any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Trademark Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts that constitute part of the secured Obligations and that would be owed by the Loan Parties to Administrative Agent under the Loan Documents but for the fact that such secured Obligations are unenforceable or not

allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving any Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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 original.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security and Pledge Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security and Pledge Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein, and that such grant of security interest herein is in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security and Pledge Agreement. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security and Pledge Agreement, the terms of the Security and Pledge Agreement shall govern. Notwithstanding anything herein to the contrary, the Liens and security interests granted to the Administrative Agent pursuant to this Trademark Security Agreement, and the exercise of any right or remedy of the Administrative Agent hereunder, in each case, with respect to the Trademark Collateral are subject to the limitations and provisions of the Intercreditor Agreement. In the event of any inconsistency between the terms and conditions of the Intercreditor Agreement and the terms and conditions of this Trademark Security Agreement, the terms and conditions of the Intercreditor Agreement shall control.

SECTION 6. Governing Law. The terms of the Credit Agreement with respect to governing law, submission to jurisdiction, venue and waiver of jury trial (and where applicable, judicial reference) are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

SECTION 7. Severability. If any provision of this Trademark Security Agreement is determined to be illegal, invalid or unenforceable, such provision shall be fully severable and the remaining provisions shall remain in full force and effect and shall be construed without giving effect to the illegal, invalid or unenforceable provisions.

SECTION 8. Definitions. Capitalized terms used in this Trademark Security Agreement and not otherwise defined herein have the meanings specified in the Security and Pledge Agreement.

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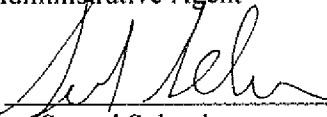
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officers as of the date first set forth above.

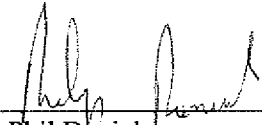
BRISTOL HOSPICE, L.L.C., as Grantor

By: 
Name: Gerry Christensen
Title: Chief Financial Officer

ACCEPTED AND AGREED:


BRIGHTWOOD LOAN SERVICES LLC,
as Administrative Agent

By: 
Name: Sengal Selassie
Title: Authorized Person

By: 
Name: Phil Daniele
Title: Chief Risk Officer

SCHEDULE A

TRADEMARKS

NAME OF GRANTOR	TRADEMARK	REG. #	REG. DATE	APP. #	APP. DATE	STATUS
Bristol Hospice, L.L.C.	THE PLACE OF THE BRIDGE	4,418,269	10/15/2013	85/871,480	03/08/2013	Registered
Bristol Hospice, L.L.C.		4,425,107	10/29/2013	85/871,377	03/08/2013	Registered
Bristol Hospice, L.L.C.	BRISTOL HOSPICE	4,425,108	10/29/2013	85/871,427	03/08/2013	Registered
Bristol Hospice, L.L.C.	BRISTOL HOMECARE	4,425,109	10/29/2013	85/871,441	03/08/2013	Registered
Bristol Hospice, L.L.C.	EMBRACING A REVERENCE FOR LIFE	4,425,110	10/29/2013	85/871,461	03/08/2013	Registered