

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM503426

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Baiada Family, Inc.		12/26/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Citizens Bank of Pennsylvania		
Street Address:	130 North 18th Street, One Logan Square		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	Chartered Bank: PENNSYLVANIA		
PROPERTY NUMBERS Total: 10			
Property Type	Number	Word Mark	
Registration Number:	5006782	THE BAYADA WAY COMPASSION.EXCELLENCE.REL	
Registration Number:	5002350	BAYADA HOME CARE	
Registration Number:	4926180	BAYADABILITY	
Registration Number:	1297195	BAYADA	
Registration Number:	4300179	BAYADA HABILITATION A SPECIALTY OF BAYAD	
Registration Number:	4179421	BAYADA HOME HEALTH CARE	
Registration Number:	4303836	BAYADA HOSPICE A SPECIALTY OF BAYADA HOM	
Registration Number:	4209265	BAYADA PEDIATRICS A SPECIALTY OF BAYADAH	
Registration Number:	4179500	BAYADA STAFFING	
Registration Number:	4383131	HOME INTENSIVE CARE UNIT (HICU)	
CORRESPONDENCE DATA			
Fax Number:	2159882757		
<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>			
Email:	karen.spina@dbr.com		
Correspondent Name:	Jill E. Bronson		
Address Line 1:	One Logan Square, Ste. 2000		
Address Line 2:	Drinker Biddle & Reath LLP		
Address Line 4:	p, PENNSYLVANIA 19103-6996		

OP \$265.00 5006782

NAME OF SUBMITTER:	Karen M. Spina
SIGNATURE:	/Karen M. Spina/
DATE SIGNED:	12/26/2018
Total Attachments: 5 source=BFI Trademark Security Agreement (Executed)#page1.tif source=BFI Trademark Security Agreement (Executed)#page2.tif source=BFI Trademark Security Agreement (Executed)#page3.tif source=BFI Trademark Security Agreement (Executed)#page4.tif source=BFI Trademark Security Agreement (Executed)#page5.tif	

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 26, 2018 (as amended, restated, supplemented or otherwise modified, this "Agreement"), among BAIADA FAMILY, INC., a Delaware corporation (the "Grantor") and CITIZENS BANK OF PENNSYLVANIA, as Administrative Agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement, dated as of the date hereof, among the Grantor, the Lenders party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), and (b) the Pledge and Security Agreement, dated as of the date hereof, by and among the Grantors party thereto and the Administrative Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

The Lenders have agreed to extend credit to the Grantor subject to the terms and conditions set forth in the Credit Agreement, the Corporate Guarantors have guaranteed the Secured Obligations and the Grantors have secured their obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement.

Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all the Grantor's right, title and interest in, to or under any and all of the following assets now owned or at any time hereafter acquired (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, uniform resource locations (URL's), domain names, designs and general intangibles of like nature, now existing or hereafter adopted or acquired and all registrations and recordings thereof and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, as described on Schedule I and all reissues, renewals, continuations and extensions thereof and amendments thereto (the "Trademarks"),

(b) all reissues, continuations, extensions and renewals thereof and amendments thereto,

(c) all goodwill associated therewith or symbolized by any of the foregoing,

(d) all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, and

(e) all other assets, rights and interests that uniquely reflect or embody such goodwill.

3 Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (e.g., “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

BAIADA FAMILY, INC.

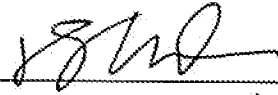
By: 

Name:

Title:

[Signature page to Trademark Security Agreement - BFI]

CITIZENS BANK OF PENNSYLVANIA, as the
Administrative Agent



Name:
Title:

Lisa S. Williams
SVP

Schedule I
Trademarks

Mark	U.S. Registration Number
THE BAYADA WAY COMPASSION. EXCELLENCE.RELIABILITY.	5006782
BAYADA HOME CARE	5002350
BAYADABILITY	4926180
BAYADA	1297195
BAYADA HABILITATION A SPECIALTY OF BAYADA HOME HEALTH CARE	4300179
BAYADA HOME HEALTH CARE	4179421
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