

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM498749

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MMM Holdings, LLC		11/12/2018	Limited Liability Company:
InnovaCare, Inc.		11/12/2018	Corporation:
RECEIVING PARTY DATA			
Name:	BSP AGENCY, LLC		
Street Address:	9 West 57th Street		
Internal Address:	Suite 4700		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5386021	MMM CAMINAMOSJUNTOS	
Registration Number:	5386019	MMM	
Registration Number:	5556830	MMM MULTIHEALTH	
Registration Number:	5581370	VITA CARE	
Registration Number:	5593113	MMM HOLDINGS	
Serial Number:	88110647	MMM	
Serial Number:	88110931	MEDICARE Y MUCHO MAS	
Serial Number:	88111166	MMM OF FLORIDA	
Serial Number:	88110511	MMM OF FLORIDA	
Serial Number:	88111203	INNOVACARE	
Serial Number:	88112429	PMC MEDICARE CHOICE	
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>			
Email:	nalbano@paulweiss.com, lfranco@paulweiss.com, aspoto@paulweiss.com		
Correspondent Name:	Nicole Albano		
TRADEMARK			

CH \$290.00 5386021

Address Line 1: Paul Weiss Rifkin Wharton &Garrison LLP
Address Line 2: 1285 Avenue of the Americas
Address Line 4: New York, NEW YORK 10019-6064

ATTORNEY DOCKET NUMBER: 18463-012

NAME OF SUBMITTER: Nicole A. Albano

SIGNATURE: /Nicole A. Albano/

DATE SIGNED: 11/19/2018

Total Attachments: 6

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Trademark Security Agreement

Trademark Security Agreement, dated as of November 12, 2018, by MMM Holdings, LLC and InnovaCare, Inc. (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of BSP AGENCY, LLC, in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement dated as of March 15, 2018 (as amended, restated, amended and restated, supplemented, waived, or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

(a) Trademarks of such Pledgor listed on Schedule I attached hereto, together with any and all (i) rights and privileges arising under applicable law with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Recordation. Each Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement at the United States Patent and Trademark Office.

SECTION 5. Termination. Upon the payment in full of the non-contingent Secured Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature page follows]

IN WITNESS WHEREOF, each Pledgor 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,

MMM HOLDINGS, LLC

By: 
Name: Doug Malton
Title: Chief Financial Officer

INNOVACARE, INC.

By: 
Name: Doug Malton
Title: Chief Financial Officer

Accepted and Agreed:

BSP AGENCY, LLC,
as Administrative Agent

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

IN WITNESS WHEREOF, each Pledgor 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,

MMM HOLDINGS, LLC


By: _____
Name: Doug Malton
Title: Chief Financial Officer

INNOVACARE, INC.

By: _____
Name: Doug Malton
Title: Chief Financial Officer






Accepted and Agreed:

BSP AGENCY, LLC,
as Administrative Agent

By:  _____
Name: Bryan Martoken
Title: Authorized Signer


SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Mark	Jurisdiction	Reg. No./ Reg. Date	Int. Class	Registered Owner
	U.S. Federal	5386021 January 23, 2018	36	MMM Holdings, LLC
	U.S. Federal	5386019 January 23, 2018	36	MMM Holdings, LLC
	U.S. Federal	5556830 September 4, 2018	36	MMM Holdings, LLC
 	U.S. Federal U.S. Federal	5581370 October 9, 2018 5593113 October 30, 2018	35, 44 35	MMM Holdings, LLC MMM Holdings, LLC

Trademark Applications:

Mark	Jurisdiction	Serial No./Filing Date	Int. Class	Owner
MMM	U.S. Federal	88/110,647 September 10, 2018	36	MMM Holdings, LLC
MEDICARE Y MUCHO MAS	U.S. Federal	88/110,931 September 10, 2018	36	MMM Holdings, LLC
MMM OF FLORIDA	U.S. Federal	88/111,166 September 10, 2018	36	MMM Holdings, LLC

	U.S. Federal	88/110,511 September 10, 2018	36	MMM Holdings, LLC
INNOVACARE	U.S. Federal	88/111,203 September 10, 2018	36	InnovaCare, Inc.
PMC MEDICARE CHOICE	U.S. Federal	88/112,429 September 11, 2018	36	MMM Holdings, LLC