

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM526922

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
24-7 Bright Star Healthcare, LLC		05/22/2019	Limited Liability Company: NEVADA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Brightwood Loan Services LLC		
<b>Street Address:</b>	810 7th Avenue, 26th Floor		
<b>Internal Address:</b>	c/o Brightwood Capital Advisors		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87351076	BRIGHTSTAR ESTATE SALES	
<b>Serial Number:</b>	88331189	BRIGHTSTAR FAMILY CARE	
<b>Registration Number:</b>	5041138	BRIGHTSTAR SENIOR LIVING ASSISTED LIVING	
<b>Registration Number:</b>	5026897	GUARANTEED COMPATIBILITY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9494754754		
<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>	949-451-3800		
<b>Email:</b>	skann@gibsondunn.com		
<b>Correspondent Name:</b>	Stephanie Kann		
<b>Address Line 1:</b>	3161 Michelson Drive		
<b>Address Line 2:</b>	Gibson, Dunn & Crutcher LLP		
<b>Address Line 4:</b>	Irvine, CALIFORNIA 92612		
<b>ATTORNEY DOCKET NUMBER:</b>	12673-00014		
<b>NAME OF SUBMITTER:</b>	Stephanie Kann		
<b>SIGNATURE:</b>	/stephanie kann/		
<b>DATE SIGNED:</b>	06/07/2019		

CH \$115.00 87351076

**Total Attachments: 5**

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## **TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT, dated as of May 22, 2019, between 24-7 BRIGHT STAR HEALTHCARE, LLC (the "Grantor") and BRIGHTWOOD LOAN SERVICES LLC (the "Agent"), for itself and the Lenders party to the Credit Agreement on the other hand.

**WHEREAS**, the Grantor has entered into an Amended and Restated Guarantee and Collateral Agreement, dated as of May 22, 2019 (said Guarantee and Collateral Agreement, as it may hereafter be amended or otherwise modified from time to time being the "Guarantee and Collateral Agreement", the terms defined therein and not otherwise defined herein being used herein as therein defined) in favor of the Agent, for itself and the Lenders party to the Credit Agreement (in such capacity, the "Secured Party"); and

**WHEREAS**, pursuant to the Guarantee and Collateral Agreement, the Grantor has granted to Secured Party a security interest in all right, title and interest of the Grantor in and to the Trademarks to secure the payment and performance of the Secured Obligations.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further confirm, and put on the public record:

### **SECTION 1. GRANT OF SECURITY INTEREST IN TRADEMARKS.**

The Grantor hereby grants to the Agent a security interest and continuing lien on all of the Grantor's right, title and interest in, to and under the following, in each case whether owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, fictitious business names, trade styles, trade dress, logos, and any other source identifiers used in connection with goods and services of the Grantor, all registrations thereof, and all pending applications filed in connection therewith, including registrations and pending applications in the PTO or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof;
- (b) the goodwill of the business symbolized thereby;
- (c) all extensions and renewals thereof and amendments thereto;
- (d) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect to any of the foregoing, including damages, claims and payments for past, present or future infringements thereof;
- (e) all rights corresponding thereto throughout the world; and
- (f) all rights to sue for past, present and future infringements or dilution thereof or other injuries thereto.

provided that the security interest granted hereunder shall not attach to, and the term “Trademark Collateral” shall not include any “intent-to-use” applications for trademark filed in the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(b), but only to the extent that the grant of a security interest therein would result in the abandonment, invalidation or unenforceability of the trademarks matured from such application or rights hereunder, and only until evidence of the use of such trademarks in commerce, as defined in 15 U.S.C. Section 1127, is submitted to, and accepted by, the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(c) or 1(d), following which filing all such applications shall automatically become Trademark Collateral.

## SECTION 2. FURTHER ASSURANCES

The Grantor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, such documents or instruments, and do such other and further acts and things, as the Agent may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Security Agreement, or to assure and confirm to the Agent the grant, perfection and priority of the Agent’s security interest in the Trademark Collateral.

## SECTION 3. GUARANTEE AND COLLATERAL AGREEMENT

The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Agent pursuant to the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are supplemental of, and more fully set forth in, the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Trademark Security Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall control.

## SECTION 4. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE UNITED STATES AND AS APPLICABLE THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAW PRINCIPLES.

## SECTION 5. COUNTERPARTS.

This Trademark Security Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Trademark Security Agreement shall become effective when the Agent has received counterparts bearing the signatures of all parties hereto. Delivery of a signature page of this Trademark Security Agreement by telecopy or other electronic means shall be effective as delivery of a manually executed counterpart of such Trademark Security Agreement.

IN WITNESS WHEREOF, each undersigned Grantor has duly executed or caused this Trademark Security Agreement to be duly executed as of the date first set forth above.

24-7 BRIGHT STAR HEALTHCARE, LLC

By:   
Name: Shelly Sun  
Title: Chief Executive Officer

Trademark Security Agreement

TRADEMARK  
REEL: 006665 FRAME: 0122

**Schedule 1-A to the TRADEMARK SECURITY AGREEMENT**

<b>Country</b>	<b>Mark</b>	<b>Filing/Reg. Date</b>	<b>Appl./Reg. No.</b>	<b>Status</b>	<b>Owner</b>
IR/Madrid	BRIGHTSTAR FAMILY CARE	Filing Date 3/18/2019	Appl. No. A0084269	Pending	24-7 Bright Star Healthcare, LLC
Cuba	BRIGHTSTAR CARE	Filing Date 12/21/2016	Appl. No. 2016-2233	Pending	24-7 Bright Star Healthcare, LLC
India	BRIGHTSTAR	Filing Date 3/31/2016 Reg. Date 3/31/2016	Appl. No. 3225039 Reg. No. 3225039	Registered	24-7 Bright Star Healthcare, LLC
India	BRIGHTSTAR	Filing Date 3/31/2016 Reg. Date 3/31/2016	Appl. No. 3225038 Reg. No. 3225038	Registered	24-7 Bright Star Healthcare, LLC
Mexico	BRIGHTSTAR	Filing Date 2/14/2019 Reg. Date 04/29/2019	Appl. No. 2166856 Reg. No. 1996365	Registered	24-7 Bright Star Healthcare, LLC
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Mexico	BRIGHTSTAR	Filing Date 2/14/2019 Reg. Date 04/29/2019	Appl. No. 2166859 Reg. No. 1996367	Registered	24-7 Bright Star Healthcare, LLC
Mexico	BRIGHTSTAR	Filing Date 2/14/2019 Reg. Date 04/29/19	Appl. No. 2166860 Reg. No. 1996368	Registered	24-7 Bright Star Healthcare, LLC
Mexico	BRIGHTSTAR	Filing Date 2/14/2019	Appl. No. 2166869	Pending	24-7 Bright Star Healthcare, LLC
UAE	BRIGHTSTAR	Filing Date 11/30/2016 Reg. Date 11/30/2016	Appl. No. 264165 Reg. No. 264165	Registered	24-7 Bright Star Healthcare, LLC
UAE	BRIGHTSTAR CARE	Filing Date 11/30/2016 Reg. Date 11/30/2016	Appl. No. 264166 Reg. No. 264166	Registered	24-7 Bright Star Healthcare, LLC
UAE	BRIGHTSTAR CARE	Filing Date 11/30/2016 Reg. Date 11/30/2016	Appl. No. 264167 Reg. No. 264167	Registered	24-7 Bright Star Healthcare, LLC
UAE	BRIGHTSTAR CARE	Filing Date 11/30/2016 Reg. Date 11/30/2016	Appl. No. 264168 Reg. No. 264168	Registered	24-7 Bright Star Healthcare, LLC
UAE	BRIGHTSTAR CARE	Filing Date 11/30/2016	Appl. No. 264169	Registered	24-7 Bright Star Healthcare, LLC

		Reg. Date 11/30/2016	Reg. No. 264169		
UK	BRIGHTSTAR	Filing Date 11/20/2008 Reg. Date 8/29/2017	Appl. No. 986659 Reg. No. 986659	Registered	24-7 Bright Star Healthcare, LLC
UK	BRIGHTSTAR CARE	Filing Date 12/11/2009 Reg. Date 10/31/2017	Appl. No. 1033676 Reg. No. 1033676	Registered	24-7 Bright Star Healthcare, LLC
UK	BRIGHTSTAR HOSPICECARE	Filing Date 11/13/2009 Reg. Date 2/7/2018	Appl. No. 1021654 Reg. No. 1021654	Registered	24-7 Bright Star Healthcare, LLC
UK	BRIGHTSTAR KIDCARE	Filing Date 12/11/2009 Reg. Date 10/31/2017	Appl. No. 1033941 Reg. No. 1033941	Registered	24-7 Bright Star Healthcare, LLC
UK	BRIGHTSTAR LIFECARE	Filing Date 12/11/2009 Reg. Date 11/14/2017	Appl. No. 1025659 Reg. No. 1025659	Registered	24-7 Bright Star Healthcare, LLC
UK	BRIGHTSTAR STAFFING	Filing Date 12/11/2009 Reg. Date 11/28/2017	Appl. No. 1025623 Reg. No. 1025623	Registered	24-7 Bright Star Healthcare, LLC
UK	BRIGHTSTAR TRANSPORTATION	Filing Date 11/17/2009 Reg. Date 2/7/2018	Appl. No. 1021695 Reg. No. 1021695	Registered	24-7 Bright Star Healthcare, LLC
UK	CARETOGETHER	Filing Date 6/16/2011 Reg. Date 8/29/17	Appl. No. 1093489 Reg. No. 1093489	Registered	24-7 Bright Star Healthcare, LLC
US	BRIGHTSTAR ESTATE SALES	Filing Date 2/27/2017	Appl. No. 87/351,076	Allowed	24-7 Bright Star Healthcare, LLC
US	BRIGHTSTAR FAMILY CARE	Filing Date 3/8/2019	Appl. No. 88/331,189	Pending	24-7 Bright Star Healthcare, LLC
US		Filing Date 2/23/2016 Reg. Date 9/13/2016	Appl. No. 86/916,830 Reg. No. 5,041,138	Registered	24-7 Bright Star Healthcare, LLC
US	GUARANTEED COMPATABILITY	Filing Date 1/14/2016 Reg. Date 8/23/2016	Appl. No. 86/875,716 Reg. No. 5,026,897	Registered	24-7 Bright Star Healthcare, LLC