

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM528788

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AccentCare, Inc.		06/20/2019	Corporation: DELAWARE
Sta-Home Health & Hospice, Inc.		06/20/2019	Corporation: MISSISSIPPI
NURSES UNLIMITED, INC.		06/20/2019	Corporation: TEXAS
FOUNDATION SERVICES MANAGEMENT, INC.		06/20/2019	Corporation: TEXAS

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association, as Administrative Agent
Street Address:	10 S. Riverside Plaza, Suite 875
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	5045235	ACCENTCARE
Registration Number:	2681585	ACCENTCARE
Registration Number:	2448260	ACCENTCARE
Registration Number:	4370043	ACCENTCARE YOUR EXTENDED FAMILY
Registration Number:	4946872	A ALLIANCE FOR HEALTH, INC. PRECIOUS CAR
Registration Number:	4948060	A ALLIANCE FOR HEALTH, INC. PRECIOUS CAR
Registration Number:	4434819	AT HOME COMPANIONS
Registration Number:	2696151	
Registration Number:	4644567	
Registration Number:	4249967	RIGHTPATH
Registration Number:	4752379	ALERT YOUR NURSE
Registration Number:	4551366	
Registration Number:	5144475	STA-HOME

CORRESPONDENCE DATA**TRADEMARK**

Fax Number:

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.

Phone: 4157336165
Email: awexner@goodwinlaw.com
Correspondent Name: Annelise Wexner
Address Line 1: 3 Embarcadero Center, Floor 28
Address Line 4: San Francisco, CALIFORNIA 94111

NAME OF SUBMITTER:	Annelise Wexner
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SIGNATURE:	/s/Annelise Wexner
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DATE SIGNED:	06/21/2019
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Total Attachments: 8

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE ADMINISTRATIVE AGENT PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT OR ANY SECOND LIEN CLAIMHOLDER (AS DEFINED IN THE INTERCREDITOR AGREEMENT) HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, DATED AS OF JUNE 20, 2019 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "FIRST LIEN-SECOND LIEN INTERCREDITOR AGREEMENT"), BY AND AMONG JPMORGAN CHASE BANK, N.A., WILMINGTON TRUST, NATIONAL ASSOCIATION, THE OTHER REPRESENTATIVES PARTY THERETO FROM TIME TO TIME AND THE GRANTORS PARTY THERETO AND OTHER PERSONS FROM TIME TO TIME PARTY THERETO. IF THERE IS A CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT WILL CONTROL.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE ADMINISTRATIVE AGENT IN THE COLLATERAL PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE ABL INTERCREDITOR AGREEMENT, DATED AS OF JUNE 20, 2019 (AS AMENDED, RESTATED, AMENDED AND RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "ABL INTERCREDITOR AGREEMENT", AND TOGETHER WITH THE FIRST LIEN-SECOND LIEN INTERCREDITOR AGREEMENT, THE "INTERCREDITOR AGREEMENTS"), BY AND AMONG JPMORGAN CHASE BANK, N.A., AS ABL CREDIT AGREEMENT COLLATERAL AGENT, JPMORGAN CHASE BANK, N.A., AS FIRST LIEN CREDIT AGREEMENT COLLATERAL AGENT AND WILMINGTON TRUST, NATIONAL ASSOCIATION, AS SECOND LIEN CREDIT AGREEMENT COLLATERAL AGENT, AND CERTAIN OTHER PERSONS PARTY OR THAT MAY BECOME PARTY THERETO FROM TIME TO TIME AND ACKNOWLEDGED AND AGREED TO BY HORIZON ACQUISITION CO., INC., A DELAWARE CORPORATION, HORIZON MERGER SUB, INC., A DELAWARE CORPORATION, PLUTO ACQUISITION I, INC., A DELAWARE CORPORATION AND THE OTHER OBLIGORS PARTY THERETO. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE ABL INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE ABL INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of June 20, 2019, (this "Agreement"), by ACCENTCARE, INC., a Delaware corporation, STA-HOME HEALTH & HOSPICE, INC., a Mississippi corporation, NURSES UNLIMITED, INC., a Texas corporation, FOUNDATION MANAGEMENT SERVICES, INC., a Texas corporation (each, a "Grantor") in favor of Wilmington Trust, National Association ("Wilmington"), as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities, the "Administrative Agent").

Reference is made to that certain Second Lien Pledge and Security Agreement, dated as of June 20, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among the Loan Parties party thereto and the Administrative Agent. The Lenders under the Second Lien Credit Agreement have extended credit to the Borrower (as defined in Second Lien Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Second Lien Credit Agreement, dated as of June 20, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Second Lien Credit Agreement"), by and among, inter alios, inter alios, Horizon Merger Sub, Inc., a Delaware corporation, Horizon Acquisition Co., Inc., a Delaware corporation, the lenders from time to time party thereto and Wilmington Trust, National Association, as Administrative Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Second Lien Credit Agreement, the parties hereto agree as follows:

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

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the "IP Collateral"):

A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto, together with all goodwill of the business connected with the use thereof and symbolized thereby;

B. all Patents, including the issued Patents and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;

C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III hereto; and

D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

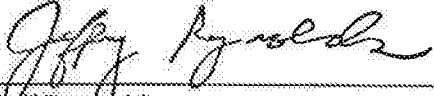
SECTION 3. **Security Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the IP 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.

SECTION 4. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

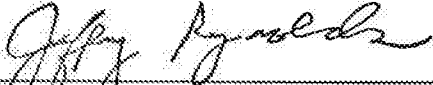
[Signature Pages Follow]

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

ACCENTCARE, INC.

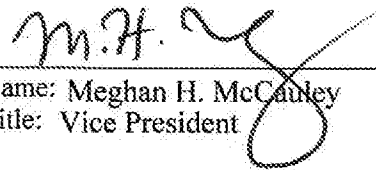
By: 
Name: Jeff Reynolds
Title: Chief Financial Officer, Executive Vice
President and Treasurer

**STA-HOME HEALTH & HOSPICE, INC.
NURSES UNLIMITED, INC.
FOUNDATION SERVICES MANAGEMENT,
INC.**

By: 
Name: Jeff Reynolds
Title: Treasurer

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Administrative Agent

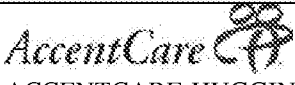




By: 
Name: Meghan H. McCauley
Title: Vice President


[Signature Page to Second Lien IP Security Agreement]

TRADEMARK
REEL: 006675 FRAME: 0906

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
AccentCare, Inc.	5,045,235	 ACCENTCARE-HUGGING MAN DESIGN
AccentCare, Inc.	2,681,585	ACCENTCARE
AccentCare, Inc.	2,448,260	ACCENTCARE
AccentCare, Inc.	4,370,043	ACCENTCARE YOUR EXTENDED FAMILY
AccentCare, Inc.	4,946,872	A ALLIANCE FOR HEALTH, INC. PRECIOUS CARE FOR LIFE (DESIGN) 
AccentCare, Inc.	4,948,060	A ALLIANCE FOR HEALTH, INC. PRECIOUS CARE FOR LIFE (DESIGN) 
AccentCare, Inc.	4,434,819	AT HOME COMPANIONS
AccentCare, Inc.	2,696,151	 MISCELLANEOUS DESIGN - ACCENTCARE
AccentCare, Inc.	4,644,567	 MISCELLANEOUS DESIGN- TEXAS HOME HEALTH
AccentCare, Inc.	4,249,967	RIGHTPATH
AccentCare, Inc.	4,752,379	ALERT YOUR NURSE
Sta-Home Health & Hospice, Inc.	4,551,366	

		 <p>(ROOF OUTLINE; DESIGN ONLY)</p>
Sta-Home Health & Hospice, Inc.	5,144,475	STA-HOME (BLOCK LETTERS)

TRADEMARK APPLICATIONS

None.

SCHEDULE II

PATENTS

None.

PATENT APPLICATIONS

None.

SCHEDULE III

COPYRIGHTS

REGISTERED OWNER	REGISTRATION NUMBER	TITLE
AccentCare, Inc.	TXu001305185	GUARDIAN HOSPICE FIELD GUIDE
AccentCare, Inc.	TXu001326462	TEXAS HOME HEALTH HOSPICE LP FIELD GUIDE
AccentCare, Inc.	TXu001075243	WHAT EVERYONE NEEDS TO KNOW ABOUT HOME CARE
Nurses Unlimited, Inc.	TXu001822224	HOME & ENVIRONMENTAL MODIFICATIONS
Nurses Unlimited, Inc.	PAu003633041	HOME AND ENVIRONMENTAL MODIFICATIONS
Foundation Management Services, Inc.	TX0004169564	PATHNotes documentation.

COPYRIGHT APPLICATIONS

None.