

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM530872

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
VITALITY HOME CARE, INC.		06/21/2019	Corporation: DELAWARE
ALTERCARE LLC		06/21/2019	Limited Liability Company: FLORIDA
ALTERCARE OF PALM BEACH COUNTY, LLC		06/21/2019	Limited Liability Company: FLORIDA
TRILOGY HOME HEALTHCARE NE FL, INC.		06/21/2019	Corporation: DELAWARE
TRILOGY HOME HEALTHCARE SW FL, INC.		06/21/2019	Corporation: DELAWARE
BRIDGES HOME HEALTH, INC.		06/21/2019	Corporation: FLORIDA
TRIDENT HOME HEALTH, LLC		06/21/2019	Limited Liability Company: FLORIDA
QUALITY LIVING HOME HEALTH CARE LLC		06/21/2019	Limited Liability Company: FLORIDA
ALL ABOUT HOME CARE MANAGEMENT, LLC		06/21/2019	Limited Liability Company: FLORIDA
M-SAC, INC.		06/21/2019	Corporation: FLORIDA
BALANCED HOME HEALTHCARE, INC.		06/21/2019	Corporation: FLORIDA
MEDSTAR HOME HEALTH, LLC		06/21/2019	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	39200 SIX MILE ROAD
Internal Address:	MC 7578
City:	LIVONIA
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	TEXAS BANKING ASSOCIATION: TEXAS

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	5157896	TRILOGY HOME HEALTHCARE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5157897	TRILOGY HOME HEALTHCARE

CORRESPONDENCE DATA

Fax Number: 8585506420

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: 858-550-6433

Email: jmfitzpatrick@cooley.com

Correspondent Name: JENNIFER FITZPATRICK

Address Line 1: C/O COOLEY LLP

Address Line 2: 4401 EASTGATE MALL

Address Line 4: SAN DIEGO, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	036703-2002
NAME OF SUBMITTER:	JENNIFER FITZPATRICK
SIGNATURE:	/JENNIFER FITZPATRICK/
DATE SIGNED:	07/08/2019

Total Attachments: 8

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 21, 2019, by and among COMERICA BANK (“Bank”), VITALITY HOME CARE, INC., a Delaware corporation, doing business as Trilogy Home Healthcare (“Vitality”), ALTERCARE LLC, a Florida limited liability company (“Altercare”), ALTERCARE OF PALM BEACH COUNTY, LLC, a Florida limited liability company (“Altercare PB”), TRILOGY HOME HEALTHCARE NE FL, INC., a Delaware corporation (“Trilogy NE”), TRILOGY HOME HEALTHCARE SW FL, INC., a Delaware corporation (“Trilogy SW”), BRIDGES HOME HEALTH, INC., a Florida corporation (“Bridges”), TRIDENT HOME HEALTH, LLC, a Florida limited liability company (“Trident”), QUALITY LIVING HOME HEALTH CARE LLC, a Florida limited liability company (“Quality Living”), ALL ABOUT HOME CARE MANAGEMENT, LLC a Florida limited liability company (“All About Home”), M-SAC, INC., a Florida corporation (“M-SAC”), BALANCED HOME HEALTHCARE, INC., a Florida corporation (“Balanced Home”) and MEDSTAR HOME HEALTH, LLC, a Florida limited liability company (“Medstar”; Vitality, Altercare, Altercare PB, Trilogy NE, Trilogy SW, Bridges, Trident, Quality Living, All About Home, M-SAC, Balanced Home and Medstar are each a “Grantor” and collectively, the “Grantors” provided that each reference to “Grantor” or “Grantors” in this Agreement and the Loan Documents shall mean and refer to each Grantor, individually, and/or to all the Grantors, collectively and in the aggregate, as determined by Bank as the context may require).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantors dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantors, but only upon the condition, among others, that each Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the Obligations of such Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Bank a security interest in all of such Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantors and Bank, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantors and Bank, each Grantor grants and pledges to Bank a security interest in all of Grantors’ right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and, as applicable, all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not

preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies. In the event of any conflict between this Agreement and any other Loan Document, the terms of such other Loan Document shall control.

Each Grantor represents and warrants that Exhibits A, B and C attached hereto set forth any and all intellectual property rights that are included in the Intellectual Property Collateral, in connection to which such Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, as of the date hereof.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

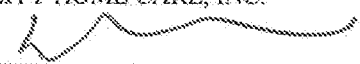
[Remainder of page left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:


VITALITY HOME CARE, INC.

Address of Grantor:


By: 
Name: Dale Clift
Title: Chairman

c/o Vitality Home Care, Inc.
1645 Palm Beach Lakes Blvd., Suite 1100
West Palm Beach, FL 33401

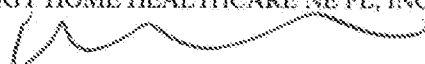
ALTERCARE LLC

By: 
Name: Dale Clift
Title: Chairman

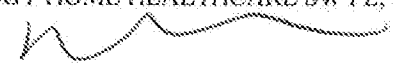
ALTERCARE OF PALM BEACH COUNTY, LLC

By: 
Name: Dale Clift
Title: Chairman

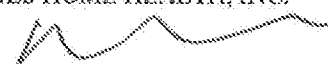
TRILOGY HOME HEALTHCARE NE FL, INC.

By: 
Name: Dale Clift
Title: Chairman

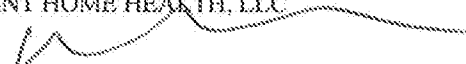
TRILOGY HOME HEALTHCARE SW FL, INC.

By: 
Name: Dale Clift
Title: Chairman


BRIDGES HOME HEALTH, INC.

By: 
Name: Dale Clift
Title: Chairman

TRIDENT HOME HEALTH, LLC


By: 
Name: Dale Clift
Title: Chairman

QUALITY LIVING HOME HEALTH CARE LLC

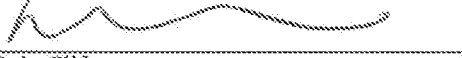
By: 
Name: Dale Clift
Title: Chairman

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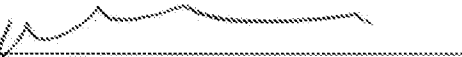
ALL ABOUT HOME CARE MANAGEMENT, LLC

By: 
Name: Dale Clift
Title: Chairman

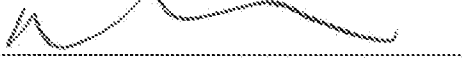
M-SAC, INC.

By: 
Name: Dale Clift
Title: Chairman

BALANCED HOME HEALTHCARE, INC.

By: 
Name: Dale Clift
Title: Chairman

MEDSTAR HOME HEALTH, LLC

By: 
Name: Dale Clift
Title: Chairman

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

COMERICA BANK

By: *David Kim*
Name: David Kim
Title: Vice President

Address of Bank:
MC 7578
39200 W. Six Mile Road
Livonia, MI 48152
Attn: National Documentation Services

Mark Templeton
Mark Templeton



EXHIBIT A

Copyrights

Description	Registration Number	<u>Registration Date</u>
None.		

EXHIBIT B

Patents

Description	Patent / Application Number	Issue / Application Date
None.		

EXHIBIT C

Trademarks

Owner	Description	Registration/ Application Number	Registration/ Application Date
Vitality	TRILOGY HOME HEALTHCARE	5157896	<u>03/07/17</u>
Vitality	TRILOGY HOME HEALTHCARE	5157897	03/07/17