

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM533300

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Science Care, Inc.		07/23/2019	Corporation: ARIZONA
RECEIVING PARTY DATA			
Name:	LLCP Sierra Debtco, L.P.		
Street Address:	c/o Levine Leichtman Capital Partners, LLC, 345 North Maple Drive, Suite 300		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90210		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	4810485	MEMORY IN NATURE	
Registration Number:	4737036	HOPE PROGRAM	
Registration Number:	4498286	I SUPPORT LIFE	
Registration Number:	4182808	LIFELEGACY	
Registration Number:	4182810	LIFELEGACY FOUNDATION	
Registration Number:	4086132	LIFELEGACY	
Registration Number:	4082095	LIFELEGACY FOUNDATION	
Registration Number:	3720459	SCIENCE CARE	
Registration Number:	3720460	SCIENCE CARE	
Registration Number:	3720461	SCIENCE CARE	
Registration Number:	3720462	SCIENCE CARE	
Registration Number:	2527646	SCIENCE CARE	
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>			
Phone:	3125778467		
Email:	rebecca.paul@kattenlaw.com		
Correspondent Name:	Rebecca A. Paul c/o Katten Muchin		

CH \$315.00 4810485

Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER: Rebecca A. Paul

SIGNATURE: /Rebecca A. Paul/

DATE SIGNED: 07/24/2019

Total Attachments: 7

source=Science Care - Second Lien - IPSA - Trademark Security Agt (Jul-23-19)_LEGAL#page1.tif
source=Science Care - Second Lien - IPSA - Trademark Security Agt (Jul-23-19)_LEGAL#page2.tif
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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT AND THE LIEN AND SECURITY INTERESTS EVIDENCED HEREBY SHALL AT ALL TIMES BE AND REMAIN SUBORDINATED TO THE EXTENT AND IN THE MANNER SET FORTH IN THAT CERTAIN INTERCREDITOR AND SUBORDINATION AGREEMENT (THE “INTERCREDITOR AGREEMENT”), DATED AS OF JULY 23, 2019, BY AND AMONG NXT CAPITAL, LLC, IN ITS CAPACITY AS ADMINISTRATIVE AGENT UNDER THE SENIOR LOAN DOCUMENTS (AS DEFINED THEREIN), INCLUDING ITS PERMITTED SUCCESSORS AND PERMITTED ASSIGNS FROM TIME TO TIME, AND LLCP SIERRA DEBTCO, L.P., IN ITS CAPACITY AS ADMINISTRATIVE AGENT UNDER THE JUNIOR LOAN DOCUMENTS (AS DEFINED THEREIN), TO THE PRIOR PAYMENT IN FULL OF ALL SENIOR OBLIGATIONS (AS DEFINED THEREIN). THE LIEN AND SECURITY INTEREST SECURING THE JUNIOR LOAN DOCUMENTS, THE INDEBTEDNESS EVIDENCED THEREBY, AND THE RELATED GUARANTEES, THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT THERETO, AND CERTAIN OF THE RIGHTS OF THE HOLDER THEREOF ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this July 23, 2019, by and among Science Care, Inc., an Arizona corporation (the “Grantor”), and LLCP Sierra Debtco, L.P., as administrative agent for the Secured Creditors (in such capacity, together with its successors and assigns, the “Agent”).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Second Lien Credit Agreement, dated as of July 23, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Sierra Buyer, LLC, a Delaware limited liability company (“Holdings”), Science Care Parent Inc., a Delaware corporation (the “Borrower”), the Grantor, as a Guarantor, the other Guarantors from time to time party thereto (and together with Holdings, the Borrower and the Grantor, collectively, the “Loan Parties”), the Agent and the Lenders from time to time party thereto (the “Lenders”), the Lenders are willing to extend credit and make certain other financial accommodations available to the Borrower pursuant to the terms and conditions thereof, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to the Agent, for the benefit of the Secured Creditors, that certain Second Lien Security Agreement, dated as of July 23, 2019 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver to the Agent, for the benefit of the Secured Creditors, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. The Grantor hereby unconditionally grants, collaterally assigns and pledges to the Agent, for the benefit of the Secured Creditors, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether now owned or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and rights in and to exclusive Intellectual Property Licenses with respect to Trademarks to which it is a party including those Trademarks referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License, (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License;

provided that, notwithstanding anything to the contrary in this Trademark Security Agreement, the Trademark Collateral shall exclude any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to the Agent or the other Secured Creditors, but for the fact that they are unenforceable or not allowable due to the existence of a proceeding under Bankruptcy Laws involving the Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Creditors, pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Creditors with respect to the Security Interest in the Trademark Collateral 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. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. The Grantor shall give notice in writing to the Agent as required by the Security Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting the Grantor's obligations under this Section 5, the Grantor hereby authorizes the Agent to unilaterally amend Schedule I to include future United States registered trademarks or trademark applications of the Grantor. Notwithstanding the foregoing, no failure to amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

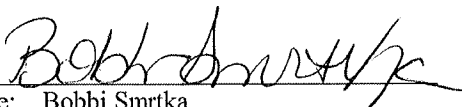
6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall together constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

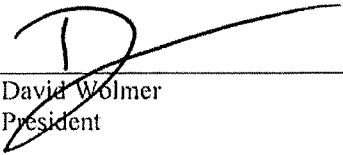
SCIENCE CARE, INC.,
an Arizona corporation

By: 
Name: Bobbi Smrtka
Title: Chief Financial Officer

[Signature Page to Second Lien Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

LLCP SIERRA DEBTCO, L.P.,

By: 
Name: David Wolmer
Title: President



[Signature Page to Second Lien Trademark Security Agreement]

TRADEMARK
REEL: 006701 FRAME: 0583

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

<u>Mark</u>	<u>Serial No./ Filing Date</u>	<u>Registration No./ Registration Date</u>	<u>Status</u>
MEMORY IN NATURE	76717575 18-FEB-2015	4810485 15-SEP-2015	Registered
HOPE PROGRAM	76716845 04-SEP-2014	4737036 19-MAY-2015	Registered
I SUPPORT LIFE	76713819 27-MAR-2013	4498286 18-MAR-2014	Registered
LIFELEGACY	85487573 05-DEC-2011	4182808 31-JUL-2012	Registered
LIFELEGACY FOUNDATION	85487578 05-DEC-2011	4182810 31-JUL-2012	Registered
LIFELEGACY	85103307 09-AUG-2010	4086132 17-JAN-2012	Registered
LIFELEGACY FOUNDATION	85103316 09-AUG-2010	4082095 10-JAN-2012	Registered
SCIENCE CARE Design  Science Care	76697286 07-MAY-2009	3720459 08-DEC-2009	Registered
SCIENCE CARE Design  Science Care	76697287 07-MAY-2009	3720460 08-DEC-2009	Registered

SCIENCE CARE Design  Science Care	76697288 07-MAY-2009	3720461 08-DEC-2009	Registered
SCIENCE CARE Design  Science Care	76697289 07-MAY-2009	3720462 08-DEC-2009	Registered
SCIENCE CARE	78054861 24-MAR-2001	2527646 08-JAN-2002	Registered