

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542943

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American In-Home Care, LLC		09/27/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	New Canaan Funding Mezzanine VI GP, LLC, as Agent		
Street Address:	330 S. Naperville Road		
City:	Wheaton		
State/Country:	ILLINOIS		
Postal Code:	60187		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5226514	AMERICAN IN-HOME CARE	
Registration Number:	5071180	AMERICAN IN-HOME CARE	
Registration Number:	5071179	AMERICAN IN-HOME CARE	
CORRESPONDENCE DATA			
Fax Number:	6142243246		
<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:	614-462-1093		
Email:	ipdocketcolumbus@icemiller.com		
Correspondent Name:	Ice Miller LLP		
Address Line 1:	1500 Broadway, Suite 2900		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Barbara Bacon		
SIGNATURE:	/Barbara Bacon/		
DATE SIGNED:	09/27/2019		
Total Attachments: 4			
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OP \$90.00 5226514

Grant of Security Interest in Trademark Rights

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS, dated as of September 27, 2019, is made by each of the entities listed on the signature pages hereof (collectively, the "Grantors") in favor of NEW CANAAN FUNDING MEZZANINE VI GP, LLC, as agent for the Purchasers party to the Note Purchase Agreement (as defined below) (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, pursuant to the Note Purchase Agreement, dated as of September 27, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"; capitalized terms used herein without definition are used as defined in the Note Purchase Agreement), among American In-Home Care, LLC ("Issuer"), the Persons party thereto as Guarantors, the Persons party thereto as Purchasers and the Agent for the Purchasers, the Purchasers have agreed to purchase Notes of the Issuer upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has granted to the Agent a continuing security interest in all of its Trademarks pursuant to the Security Agreement by Issuer, Holdings, and the other Persons party thereto as Grantors in favor of the Agent (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

1. Grant of Security Interest. Grantor hereby grants a security interest in all of Grantor's right, title and interest in the Trademarks (including those items listed on Schedule A hereto), including the right to receive all proceeds therefrom (the "Collateral"), to the Agent for the benefit of the Secured Parties to secure payment, performance and observance of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed under 15 U.S.C. §1501(d) and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted in the Security Agreement and deemed to be included in the Collateral.

2. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted herein has been granted to the Lenders in connection with the terms and provisions of the Security Agreement and is expressly subject to the terms and conditions thereof and of the Security Agreement. The Note Purchase Agreement and the Security Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with their respective terms.

3. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement. In the event of any conflict

between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement, as applicable, shall govern.

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

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has executed the foregoing Agreement as of the date first written above.

AMERICAN IN-HOME CARE, LLC,
as Grantor

By: Wendy Klein
Name: Wendy Klein
Title: Treasurer and Secretary

[Signature Page to Grant of Security Interest in Trademark Rights]

TRADEMARK
REEL: 006757 FRAME: 0437

SCHEDULE A
to Grant of Security Interest
in Trademark Rights

Trademarks

Owner	Registered Trademark	Registration Number	Date of Registration	Country of Registration
American In-Home Care, LLC	<p style="text-align: center;">AMERICAN IN-HOME CARE</p> <p style="text-align: center;">AMERICAN IN-HOME CARE</p>	5226514	June 20, 2017	United States
American In-Home Care, LLC	 <p style="text-align: center;">American In-Home Care</p> <p style="text-align: center;">AMERICAN IN-HOME CARE</p>	5071180	November 1, 2016	United States
American In-Home Care, LLC	 <p style="text-align: center;">American In-Home Care</p> <p style="text-align: center;">AMERICAN IN-HOME CARE</p>	5071179	November 1, 2016	United States