

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM543717

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CARE FINDERS TOTAL CARE LLC		10/03/2019	Limited Liability Company: DELAWARE
SECURA HOME HEALTH HOLDINGS, INC.		10/03/2019	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 South Dearborn
Internal Address:	Floor L2
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	5244062	CAREFINDERS
Registration Number:	5244063	CAREFINDERS TOTAL CARE
Registration Number:	5244066	CF CAREFINDERS TOTAL CARE
Registration Number:	5244202	CF CAREFINDERS TOTAL CARE
Registration Number:	4933921	SECURA
Registration Number:	4827149	S

OP \$165.00 5244062

CORRESPONDENCE DATA

Fax Number: 7045032622

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: 7045032600

Email: msheehan@kslaw.com

Correspondent Name: King & Spalding LLP

Address Line 1: 300 S. Tryon St., Ste 1700

Address Line 2: Attn: Moira Sheehan

Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	58708.515001
NAME OF SUBMITTER:	Moira Sheehan
SIGNATURE:	/Moira Sheehan/
DATE SIGNED:	10/03/2019
Total Attachments: 5 source=Care Finders - Trademark Security Agreement - Execution Version#page1.tif source=Care Finders - Trademark Security Agreement - Execution Version#page2.tif source=Care Finders - Trademark Security Agreement - Execution Version#page3.tif source=Care Finders - Trademark Security Agreement - Execution Version#page4.tif source=Care Finders - Trademark Security Agreement - Execution Version#page5.tif	

Trademark Security Agreement

This Trademark Security Agreement, dated as of October 3, 2019 by CARE FINDERS TOTAL CARE LLC, a Delaware limited liability company and SECURA HOME HEALTH HOLDINGS, INC., a Delaware corporation (individually, a “Pledgor” and, collectively, the “Pledgors”), in favor of JPMorgan Chase Bank, N.A., in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

W I T N E S S E T H:

WHEREAS, the Pledgors are party to a Pledge and Security Agreement, dated October 3, 2019 (the “Security Agreement”) in favor of the Administrative Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (other than Excluded Assets) of such Pledgor:

- (a) Trademarks of such Pledgor and IP Licenses of such Pledgor covering Trademarks, in each case, listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary contained herein, for the avoidance of doubt, the foregoing Pledged Collateral shall not include any United States intent-to-use trademark applications prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. When all the Secured Obligations have been Paid in Full (as defined in the Credit Agreement), this Trademark Security Agreement shall terminate. To the extent reasonably requested by the Pledgors, upon the termination of the Trademark Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in

recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement all at the expense of the Pledgors.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

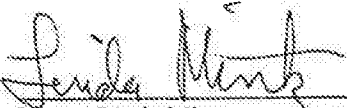
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]


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

Very truly yours,

CARE FINDERS TOTAL CARE LLC

By: 
Name: Linda Mintz
Title: Co-Chairman

SECURA HOME HEALTH HOLDINGS, INC.

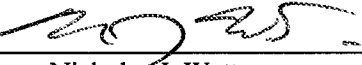
By: 
Name: Sanford Hausner
Title: Co-Chairman

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 006762 FRAME: 0907

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 
Name: Nicholas J. Watts
Title: Authorized Officer

Signature Page to Trademark Security Agreement

TRADEMARK
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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Care Finders Total Care LLC	5,244,062	CAREFINDERS
Care Finders Total Care LLC	5,244,063	CAREFINDERS TOTAL CARE
Care Finders Total Care LLC	5,244,066	CAREFINDERS TOTAL CARE and Design
Care Finders Total Care LLC	5,244,202	CF CAREFINDERS TOTAL CARE and Design
Secura Home Health Holdings, Inc.	4,933,921	SECURA
Secura Home Health Holdings, Inc.	4,827,149	S and Design

Trademark Applications:

OWNER	SERIAL NUMBER	TRADEMARK
Care Finders Total Care LLC	88449220	R&R RESOURCE & RECRUITMENT CENTER (Stylized)

Trademark Licenses:

None.