

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM552108

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Envoy Hospice, LLC		12/05/2019	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Maranon Capital, L.P., as Agent		
<b>Street Address:</b>	303 West Madison Street, Suite 2500		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5205626	ENVOY HOSPICE	
<b>Registration Number:</b>	5205625	ENVOY HOSPICE	
<b>Registration Number:</b>	4390403	ALTUS HOSPICE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>			
<b>Phone:</b>	312-577-8438		
<b>Email:</b>	raquel.haleem@katten.com		
<b>Correspondent Name:</b>	Raquel Haleem c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Raquel Haleem		
<b>SIGNATURE:</b>	/Raquel Haleem/		
<b>DATE SIGNED:</b>	12/05/2019		
<b>Total Attachments: 5</b>			
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Notwithstanding anything herein to the contrary, this Second Lien Trademark Security Agreement or any other Security Instrument (as defined in the Intercreditor Agreement defined below), and the exercise of any right or remedy by the Agent hereunder or thereunder are subject to the provisions of the Intercreditor Agreement dated as of December 5, 2019 (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among BMO Harris Bank N.A., as the First Lien Agent (as defined therein), and Maranon Capital, L.P., as Second Lien Agent (as defined therein). In the event of any conflict between the terms of the Intercreditor Agreement and this Second Lien Trademark Security Agreement or any Security Instrument, the terms of the Intercreditor Agreement shall control.

## **SECOND LIEN TRADEMARK SECURITY AGREEMENT**

This Second Lien Trademark Security Agreement (this “Trademark Security Agreement”) is made as of December 5, 2019, by ENVOY HOSPICE, LLC, a Texas limited liability company (“Grantor”), in favor of MARANON CAPITAL, L.P., in its capacity as Agent for itself and the other Secured Parties (together with its successors and assigns in such capacity, “Grantee”).

WHEREAS, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, the Grantor has entered into a Second Lien Pledge and Security Agreement, dated December 5, 2019 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties (as defined in the Security Agreement), a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the “Collateral”), to secure the payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Parties, a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security

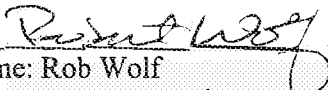
Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Second Lien Trademark Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

**[Remainder of page intentionally left blank]**

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

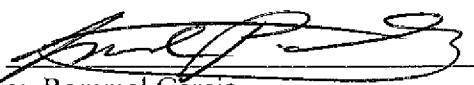
**ENVOY HOSPICE, LLC**, a Texas limited liability company

By:  \_\_\_\_\_  
Name: Rob Wolf  
Title: Chief Financial Officer and Secretary

Acknowledged:

**MARANON CAPITAL, L.P., as  
Administrative Agent**

By:

  
Name: Rommel Garcia

Title: Managing Director

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK  
REEL: 006809 FRAME: 0797**

**SCHEDULE A TO SECOND LIEN TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations**

Grantor	Trademark	Registration Number
Envoy Hospice, LLC		5,205,626
Envoy Hospice, LLC	Envoy Hospice	5, 205,625
Envoy Hospice, LLC	ALTUS HOSPICE and Design 	4,390,403