

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM552506

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Centria Healthcare LLC		12/09/2019	Limited Liability Company: MICHIGAN
RECEIVING PARTY DATA			
Name:	Crescent Agency Services LLC, as Administrative Agent		
Street Address:	11100 Santa Monica Blvd		
Internal Address:	Suite 2000		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5794287	DO WONDERS	
Registration Number:	5878114	CENTRIA PEDIATRIC NURSING	
Registration Number:	5912436	CENTRIA CATASTROPHIC INJURY CARE	
Registration Number:	5912435	CENTRIA AUTISM	
Serial Number:	88221113	CENTRIA HEALTHCARE	
Serial Number:	88221159	CENTRIA HEALTHCARE	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1216		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	065093-0003		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		

CH \$165.00 5794287

DATE SIGNED:	12/09/2019
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Total Attachments: 5

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- source=Spartan -- U.S. Trademark Short Form Security Agreement (Executed)_112075500_1_0#page2.tif
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TRADEMARK SECURITY AGREEMENT dated as of December 9, 2019 (this “**Agreement**”), among CENTRIA HEALTHCARE LLC, a Michigan limited liability corporation (the “**Grantor**”), and CRESCENT AGENCY SERVICES LLC, as administrative agent and collateral agent (in such capacity, the “**Agent**”).

Reference is made to (a) the Pledge and Security Agreement dated as of December 9, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among CENTRIA SUBSIDIARY HOLDINGS LLC, a Delaware limited liability company (the “**Borrower**”), SPARTAN BUYER CO., INC., a Delaware corporation (“**Holdings**”), the Subsidiary Parties from time to time party thereto and the Agent, and (b) the Credit Agreement dated as of December 9, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among the Borrower, Holdings, the subsidiaries of the Borrower from time to time party thereto, the lenders from time to time party thereto (the “**Lenders**”) and the Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of its Secured Obligations, the Grantor, hereby grants to the Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of the Grantor’s right, title and interest in, to and under all of the following assets and properties, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor (collectively, the “**Trademark Collateral**”): (i) all of the Trademarks owned by the Grantor and constituting Collateral, including, without limitation, those listed on Schedule I hereto and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements or dilutions thereof; (iv) all rights to sue for past, present, and future infringements or dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all domestic rights corresponding to any of the foregoing. Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use (or similar) Trademark applications prior to the filing of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein may impair the validity or enforceability of such intent-to-use Trademark applications under applicable federal law.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States

Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks record this Agreement. The security interests granted to the Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the Trademark 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Termination. This Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations. Upon the termination of this Agreement, the Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the security interests in the Trademark Collateral granted herein.

SECTION 5. Counterparts. This 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.

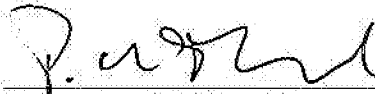
SECTION 6. **CHOICE OF LAW**. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the Grantor and the Agent have executed this Trademark Security Agreement as of the date first above written.

CENTRIA HEALTHCARE LLC

By:



Name: Paul McDonald

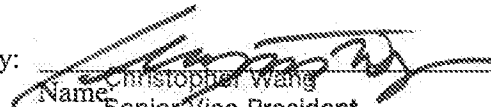
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006811 FRAME: 0615

CRESCENT AGENCY SERVICES LLC, as agent

By: Crescent Capital Group LP, its Managing Member

By: 
Name: Christopher Wang
Title: Senior Vice President

By: 
Name: Yev Kuznetsov
Title: Managing Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006811 FRAME: 0616

Schedule I

United States Trademarks and Trademark Applications

Trademark	Application / Registration No.	Application / Registration Date	Applicant / Registered Owner
DO WONDERS	App. no. 88221140 Reg. no. 5794287	App. filed Dec. 7, 2018 Registered July 2, 2019	Centria Healthcare LLC
CENTRIA PEDIATRIC NURSING	App. no. 88221363 Reg. no. 5878114	App filed Dec. 7, 2018 Registered Oct. 8, 2019	Centria Healthcare LLC
CENTRIA CATASTROPHIC INJURY CARE	App. no. 88221324 Reg. no. 5912436	App filed Dec. 7, 2018 Registered Nov. 19, 2019	Centria Healthcare LLC
CENTRIA AUTISM	App. no. 88221187 Reg. no. 5912435	App filed Dec. 7, 2018 Registered Nov. 19, 2019	Centria Healthcare LLC
CENTRIA HEALTHCARE	App. no. 88221113	App filed Dec. 7, 2018	Centria Healthcare LLC
CENTRIA HEALTHCARE	App. no. 88221159	App filed Dec. 7, 2018	Centria Healthcare LLC