

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM554933

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MMM Holdings, LLC	FORMERLY MMM Holdings, Inc.	12/26/2019	Limited Liability Company: PUERTO RICO
Innovacare, Inc.		12/26/2019	Corporation: PUERTO RICO

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch
Street Address:	Eleven Madison Avenue, 9th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	3622050	MMM
Registration Number:	3649859	PMC MEDICARE CHOICE
Registration Number:	4102717	INNOVAMD
Registration Number:	5386021	MMM CAMINAMOSJUNTOS
Registration Number:	5386019	MMM
Registration Number:	5556830	MMM MULTIHEALTH
Registration Number:	5264462	UNIDAD DORADA MEDICARE Y MUCHO MÁS
Registration Number:	5062569	SIEMMPRE SALUDABLE
Registration Number:	5593113	MMM HOLDINGS
Registration Number:	5581370	VITA CARE
Registration Number:	5779484	NUTRI MÁS
Registration Number:	5868427	MMMM PROGRAMA DE CUIDADORES
Registration Number:	5871881	MMM UNIDAD DORADA
Registration Number:	5878498	MMM RECOMPENSANDO TU SALUD
Registration Number:	5872046	MMM PREVENTOUR
Registration Number:	5878478	MMM OTC A TU PUERTA
Registration Number:	5872039	MMM MEMBERS CLUB
Registration Number:	5872045	MMM HACIENDO CONTACTO

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5878497	MMM CUIDÁNDOTE MUCHO MÁS
Registration Number:	5862457	MMM CAMP
Registration Number:	5882772	MMM VITA CARE
Serial Number:	88110647	MMM
Serial Number:	88110931	MEDICARE Y MUCHO MAS
Serial Number:	88111166	MMM OF FLORIDA
Serial Number:	88110511	MMM OF FLORIDA
Serial Number:	88111203	INNOVACARE
Serial Number:	88112429	PMC MEDICARE CHOICE
Serial Number:	88338090	MMM PATITAS CALIENTES
Serial Number:	88337926	MMM APLICACIÓN MÓVIL MMM

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	12/26/2019

Total Attachments: 11

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

- 1. MMM Holdings, LLC (f/k/a MMM Holdings, Inc.)
- 2. Innovacare, Inc.

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other 1. LLC-Puerto Rico; 2. Corp.-Puerto Rico

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 26, 2019

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Credit Suisse AG, Cayman Islands Branch

Street Address: Eleven Madison Avenue, 9th Floor

City: New York

State: NY

Country: USA Zip: 10010

- Individual(s) Citizenship _____
 Association Citizenship _____
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text

B. Trademark Registration No.(s) _____

See Schedule I

See Schedule I

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Senior Paralegal

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

29

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

December 26, 2019

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 26, 2019, made by MMM HOLDINGS, LLC (f/k/a/ MMM HOLDINGS, INC.), a Puerto Rican limited liability company (“MMM”), and INNOVACARE, INC., a Puerto Rican corporation (collectively with MMM, the “Grantors”, and each individually, a “Grantor”), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement dated as of December 26, 2019 (as amended, restated, extended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among MMM, as a Borrower, ICH US INTERMEDIATE HOLDINGS II, INC., a Delaware corporation (“US Intermediate II” or the “Administrative Borrower”), as a Borrower, ICH FLOW-THROUGH, LLC, a Delaware limited liability company (“ICH FT Borrower”, and, collectively with MMM and US Intermediate II, each individually and collectively referred to herein as the context may require, as the “Borrower”), as a Borrower, INNOVACARE, INC., a Puerto Rican corporation, as a Holdings Guarantor, ICH US INTERMEDIATE HOLDINGS I, INC., a Delaware corporation, as a Holdings Guarantor, ICH FLOW-THROUGH HOLDINGS, LLC, a Delaware limited liability company, as a Holdings Guarantor, and ICH US HOLDINGS, L.P., a Delaware limited partnership, as a Holdings Guarantor, the other Guarantors identified therein, each Lender from time to time party thereto, CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Administrative Agent, Collateral Agent and an L/C Issuer and the other agents and parties party thereto from time to time.

WHEREAS, the Grantors are party to a Security Agreement, dated as of December 26, 2019 (as amended, restated, extended, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend credit under the Credit Agreement, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in, all of such Grantor’s right, title or interest in or to any and all of the Owned Trademarks, including those listed on Schedule I hereto, and all proceeds of the Owned Trademarks, now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest.

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 Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Owned Trademark 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.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantors when a counterpart hereof executed on behalf of each Grantor shall have been delivered to the

Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantors and the Collateral Agent and their respective permitted successors and assigns. The Collateral Agent may also require that any such documents and signatures delivered by telecopier, .pdf or other electronic imaging means be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier, .pdf or other electronic imaging means.

SECTION 5. Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.


SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Owned Trademarks under this Trademark Security Agreement.


[Signature pages follow]

IN WITNESS WHEREOF, the 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.

MMM HOLDINGS, LLC,
as Grantor

By: 
Name: Douglas Malton
Title: Vice President

INNOVACARE, INC.,
as Grantor

By: 
Name: Douglas Malton
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Collateral Agent

By: 

Name: Vipul Dhadra

Title: Authorized Signatory

By: 

Name: Brady Bingham

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006826 FRAME: 0211

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS





U.S. Trademark Registrations






Mark	Jurisdiction	Reg. No./ Reg. Date	Registered Owner
MMM & design 	U.S.	3622050 May 19, 2009	MMM Holdings, LLC
PMC MEDICARE CHOICE & design 	U.S.	3649859 July 7, 2009	MMM Holdings, LLC
INNOVAMD	U.S.	4102717 February 21, 2012	MMM Holdings, LLC
MMM CAMINAMOSJUNTOS and Design 	U.S.	5386021 January 23, 2018	MMM Holdings, LLC (assigned to MMM Holdings, LLC from Innovacare, Inc.)
MMM and Design 	U.S.	5386019 January 23, 2018	MMM Holdings, LLC (assigned to MMM Holdings, LLC from Innovacare, Inc.)
MMM MULTIHEALTH and Design 	U.S.	5556830 September 4, 2018	MMM Holdings, LLC (assigned to MMM Holdings, LLC from Innovacare, Inc.)
UNIDAD DORADA MEDICARE Y MUCHO MÁS and Design 	U.S.	5264462 August 15, 2017	MMM Holdings, LLC




Mark	Jurisdiction	Reg. No./ Reg. Date	Registered Owner
SIEMMMPRE SALUDABLE and Design 	U.S.	5062569 October 18, 2016	MMM Holdings, LLC
VITACARE and Design  Vita Care	Puerto Rico	216110 October 19, 2016	MMM Holdings, LLC
SIEMMMPRE SALUDABLE and Design 	Puerto Rico	215279 January 19, 2016	MMM Holdings, LLC
Design Only 	Puerto Rico	206855 May 2, 2013	MMM Holdings, LLC
TUS 5 AMIGOS and Design 	Puerto Rico	202002 August 2, 2012	MMM Holdings, LLC
INNOVAMD	Puerto Rico	200059 March 31, 2009	44
SUPER NIETO	Puerto Rico	204055 February 24, 2009	41
MMM Holdings and Design 	U.S.	5593113 October 30, 2018	MMM Holdings, LLC (assigned to MMM Holdings, LLC from Innovacare, Inc.)
VITACARE and Design  Vita Care	U.S.	5581370 October 9, 2018	MMM Holdings, LLC
NUTRI MÁS and Design 	U.S.	5779484 June 18, 2019	MMM Holdings, LLC
MMMM PROGRAMA DE CUIDADORES and Design 	U.S.	5868427 September 24, 2019	MMM Holdings, LLC

Mark	Jurisdiction	Reg. No./ Reg. Date	Registered Owner
MMM UNIDAD DORADA and Design 	U.S.	5871881 October 1, 2019	MMM Holdings, LLC
MMM RECOMPENSANDO TU SALUD and Design 	U.S.	5878498 October 8, 2019	MMM Holdings, LLC
MMM PREVENTOUR and Design 	U.S.	5872046 October 1, 2019	MMM Holdings, LLC
MMM OTC A TU PUERTA and Design 	U.S.	5878478 October 8, 2019	MMM Holdings, LLC
MMM MEMBERS CLUB and Design 	U.S.	5872039 October 1, 2019	MMM Holdings, LLC
MMM HACIENDO CONTACTO and Design 	U.S.	5872045 October 1, 2019	MMM Holdings, LLC
MMM CUIDÁNDOTE MUCHO MÁS and Design 	U.S.	5878497 October 8, 2019	MMM Holdings, LLC
MMM CAMP and Design 	U.S.	5862457 September 17, 2019	MMM Holdings, LLC
MMM VITA CARE and Design 	U.S.	5882772 October 15, 2019	MMM Holdings, LLC

U.S. Trademark Applications

Mark	Jurisdiction	Serial No./Filing Date	Owner
MMM	U.S.	88/110,647 September 10, 2018	MMM Holdings, LLC
MEDICARE Y MUCHO MAS	U.S.	88/110,931 September 10, 2018	MMM Holdings, LLC
MMM OF FLORIDA	U.S.	88/111,166 September 10, 2018	MMM Holdings, LLC
MMM OF FLORIDA and Design 	U.S.	88/110,511 September 10, 2018	MMM Holdings, LLC
INNOVACARE	U.S.	88/111,203 September 10, 2018	Innovacare, Inc.
PMC MEDICARE CHOICE	U.S.	88/112,429 September 11, 2018	MMM Holdings, LLC
MMM MULTI HEALTH and Design 	Puerto Rico	220576-36-0 July 19, 2017	Innovacare, Inc.
MMM HOLDINGS and Design 	Puerto Rico	220575-35-1 July 19, 2017	Innovacare, Inc.
MMM CAMINAMOS JUNTOS and Design 	Puerto Rico	220413-36-1 June 30, 2017	Innovacare, Inc.

Mark	Jurisdiction	Serial No./Filing Date	Owner
MMM and Design 	Puerto Rico	220412-36-1 June 30, 2017	Innovacare, Inc.
NUTRI MAS and Design 	Puerto Rico	229761-39-1 October 03, 2018	MMM Holdings, LLC
MMM VITA CARE and Design 	Puerto Rico	231971-44-1 February 06, 2019	MMM Holdings, LLC
MMM UNIDAD DORADA and Design 	Puerto Rico	231969-44-1 February 06, 2019	MMM Holdings, LLC
MMM TE LLEVA and Design 	Puerto Rico	229758-39-0 October 03, 2018	MMM Holdings, LLC
MMM RECOMPENSANDO TU SALUD and Design 	Puerto Rico	233248-35-1 February 28, 2019	MMM Holdings, LLC
MMM PROGRAMA DE CUIDADORES and Design 	Puerto Rico	233641-45-1 April 01, 2019	MMM Holdings, LLC
MMM PREVENTOUR and Design 	Puerto Rico	233227-44-1 February 27, 2019	MMM Holdings, LLC
MMM PATITAS CALIENTES and Design 	Puerto Rico	233418-44-1 March 13, 2019	MMM Holdings, LLC
MMM PATITAS CALIENTES and Design 	U.S.	88/338,090 March 13, 2019	MMM Holdings, LLC
MMM OTC A TU PUERTA and Design 	Puerto Rico	232215-39-1 February 26, 2019	MMM Holdings, LLC
MMM MEMBERS CLUB and Design 	Puerto Rico	232217-41-1 26-Feb-2019	MMM Holdings, LLC

Mark	Jurisdiction	Serial No./Filing Date	Owner
MMM HACIENDO CONTACTO and Design 	Puerto Rico	233226-44-1 27-Feb-2019	MMM Holdings, LLC
MMM CUIDANDONTE MUCHO MAS and Design 	Puerto Rico	233244-44-1 28-Feb-2019	MMM Holdings, LLC
MMM CAMP and Design 	Puerto Rico	233419-44-1 13-Mar-2019	MMM Holdings, LLC
MMM APLICACIÓN MÓVIL MMM and Design 	U.S.	88/337,926 13-Mar-2019	MMM Holdings, LLC
MMM APLICACION MOVIL MMM and Design 	Puerto Rico	233416-09-1 13-Mar-2019	MMM Holdings, LLC
MMM A TU CITA and Design 	Puerto Rico	231975-39-0 06-Feb-2019	MMM Holdings, LLC
UNIDAD DORADA MEDI-CAREY MUCHO MAS and Design 	Puerto Rico	217378-44-1 December 19, 2016	MMM Holdings, LLC
VITACARE and Design 	Puerto Rico	216812-35-0 October 19, 2016	MMM Holdings, LLC
MMM ALERTA and Design 	Puerto Rico	234966-09-0 August 2, 2019	MMM Holdings, LLC
NOTIPATITAS and Design 	Puerto Rico	225921-16-0 April 25, 2018	MMM Holdings, LLC