

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM555246

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The PromptCare Companies, Inc.		12/30/2019	Corporation: NEW JERSEY
PromptCare Florida, Inc.		12/30/2019	Corporation: DELAWARE
HomeTown Oxygen, Charlotte, L.L.C.		12/30/2019	Limited Liability Company: DELAWARE
Boston Home Infusion, Inc.		12/30/2019	Corporation: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Varagon Capital Partners Agent, LLC, as Administrative Agent		
Street Address:	299 Park Avenue		
Internal Address:	3rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	5189581	HOLLYWOOD MEDICAL SUPPLY 02	
Registration Number:	4566482	PROMPTCARE COMPANIES TOTAL CARE · SPECIA	
Registration Number:	4615414	PATIENT ON DEMAND	
CORRESPONDENCE DATA			
Fax Number:			
<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:	4045723401		
Email:	ssheesley@kslaw.com		
Correspondent Name:	Steven Sheesley		
Address Line 1:	1180 Peachtree Street NE		
Address Line 2:	King & Spalding LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	22582.515060		

CH \$90.00 5189581

NAME OF SUBMITTER:	Steven Sheesley
SIGNATURE:	//Steven Sheesley//
DATE SIGNED:	12/30/2019
Total Attachments: 5 source=PromptCare - Trademark Security Agreement#page1.tif source=PromptCare - Trademark Security Agreement#page2.tif source=PromptCare - Trademark Security Agreement#page3.tif source=PromptCare - Trademark Security Agreement#page4.tif source=PromptCare - Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 30, 2019, is made by The PromptCare Companies, Inc., a New Jersey corporation, PromptCare Florida, Inc., a Delaware corporation, HomeTown Oxygen, Charlotte, L.L.C., a Delaware limited liability company, and Boston Home Infusion, Inc., a Massachusetts corporation, (each a “Grantor” and, collectively, the “Grantors”), in favor of Varagon Capital Partners Agent, LLC (“Varagon”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, the other Persons party thereto that are designated as a “Loan Party”, Varagon Capital Partners Agent, LLC, as Agent for the several financial solutions from time to time party thereto and for itself as a Lender, and the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

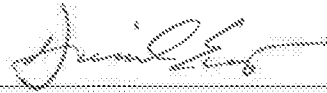
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]


IN WITNESS WHEREOF, each 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.

Very truly yours,

THE PROMPTCARE COMPANIES, INC.,
as a Grantor

By: 
Name: David Evans
Title: Chief Financial Officer

PROMPTCARE FLORIDA, INC,
as a Grantor

By: 
Name: David Evans
Title: Chief Financial Officer

HOMETOWN OXYGEN, CHARLOTTE,
L.L.C., as a Grantor

By: 
Name: David Evans
Title: Chief Financial Officer

BOSTON HOME INFUSION, INC.,
as a Grantor


By: 
Name: David Evans
Title: Chief Financial Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006827 FRAME: 0746

ACCEPTED AND AGREED
as of the date first above written:

VARAGON CAPITAL PARTNERS AGENT, LLC
as Agent

By: 
Name: Brian Carroll
Title: Managing Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 006827 FRAME: 0747

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
Trademark Registrations

1. REGISTERED TRADEMARKS

Grantor	Title	Jurisdiction	Reg. Number	Reg. Date
PromptCare Florida, Inc.	HOLLYWOOD MEDICAL SUPPLY 02	USA	5189581	4/25/2017
The PromptCare Companies, Inc.	PROMPTCARE COMPANIES TOTAL CARE SPECIAL CARING & (Clockface) Design	USA	4,566,482	7/15/2014
Boston Home Infusion, Inc.	BOSTON HOME INFUSION plus logo	Massachusetts	53730	1/21/1997
HomeTown Oxygen, Charlotte, L.L.C.	PATIENT ON DEMAND	USA	4615414	9/30/2014

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.