

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM556144

| | |
|------------------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | 1.75 LIEN TRADEMARK SECURITY AGREEMENT |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|--|----------|----------------|-------------------------------------|
| BW HOMECARE HOLDINGS LLC | | 12/30/2019 | Limited Liability Company: DELAWARE |
| GREAT LAKES HOME HEALTH SERVICES, INC. | | 12/30/2019 | Corporation: MICHIGAN |
| NATIONAL HOME HEALTH CARE CORP. | | 12/30/2019 | Corporation: DELAWARE |
| ROSE OF TEXAS HOSPICE OF HOUSTON, LLC | | 12/30/2019 | Limited Liability Company: TEXAS |
| CARECYCLE SOLUTIONS, LLC | | 12/30/2019 | Limited Liability Company: DELAWARE |
| HOME HEALTH HOLDINGS, INC. | | 12/30/2019 | Corporation: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|-------------------------------------|
| Name: | JEFFERIES FINANCE, LLC |
| Street Address: | 520 MADISON AVE., 16TH FL. |
| City: | NEW YORK |
| State/Country: | NEW YORK |
| Postal Code: | 10022 |
| Entity Type: | Limited Liability Company: DELAWARE |

PROPERTY NUMBERS Total: 11

| Property Type | Number | Word Mark |
|-----------------------------|---------|------------------------------------|
| Registration Number: | 3315316 | NURSECAR |
| Registration Number: | 2321888 | HOME IS WHERE THE CARE IS |
| Registration Number: | 4692171 | PACT PERSONAL AIDE CARE TECHNOLOGY |
| Registration Number: | 4165663 | ROSE OF TEXAS HOSPICE |
| Registration Number: | 5084674 | CARECYCLE |
| Registration Number: | 5101121 | CARECYCLE HOME HEALTH |
| Registration Number: | 5115282 | CARECYCLE CONNECT |
| Registration Number: | 4765351 | CARECYCLE MANAGEMENT |
| Registration Number: | 4162196 | ASPIRE HOSPICE |
| Registration Number: | 4052759 | ASPIRE HOME CARE |

CH \$290.00 3315316

| Property Type | Number | Word Mark |
|----------------|----------|-----------|
| Serial Number: | 87954640 | ELARA |

CORRESPONDENCE DATA

Fax Number: 6508385109

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: 650-838-3743

Email: JLIK@SHEARMAN.COM

Correspondent Name: BENJAMIN PETERSEN

Address Line 1: 1460 EL CAMINO REAL, 2ND FLOOR

Address Line 2: SHEARMAN & STERLING LLP

Address Line 4: MENLO PARK, CALIFORNIA 94025

| | |
|--------------------------------|---------------------|
| ATTORNEY DOCKET NUMBER: | 37427/114 |
| NAME OF SUBMITTER: | BENJAMIN PETERSEN |
| SIGNATURE: | /BENJAMIN PETERSEN/ |
| DATE SIGNED: | 01/06/2020 |

Total Attachments: 8

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1.75 Lien Trademark Security Agreement

This **1.75 Lien Trademark Security Agreement** (this “**Trademark Security Agreement**”), dated as of December 30, 2019, made by BW HOMECARE HOLDINGS LLC, a Delaware corporation, GREAT LAKES HOME HEALTH SERVICES, INC., a Michigan corporation, NATIONAL HOME HEALTH CARE CORP., a Delaware Corporation, ROSE OF TEXAS HOSPICE OF HOUSTON, LLC, a Texas limited liability company, CARECYCLE SOLUTIONS, LLC, a Delaware limited liability company, and HOME HEALTH HOLDINGS, INC., a Delaware corporation (each individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of JEFFERIES FINANCE LLC, as collateral agent (in such capacity, and together with its successors and assigns in such capacity, the “**Collateral Agent**”) for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

WITNESSETH:

WHEREAS, reference is made to that certain 1.75 Lien Guarantee and Collateral Agreement, dated as of December 30, 2019 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), by and among the Grantors, the Administrative Agent and the Collateral Agent, pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement in favor of the Collateral Agent, for the benefit of the Secured Parties;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and the Collateral Agent hereby agree as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its right, title and interest in and to the following property of such Grantor), 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 (collectively, the “**Trademark Collateral**”):

- (a) all Trademarks (including all the goodwill of the business connected with the use thereof, and symbolized thereby), including those listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) and (b) above or otherwise set forth in this Trademark Security Agreement, no security interest is or will be granted pursuant to this Trademark Security Agreement in any right, title or interest of any Grantor under or in, and the term “Trademark Collateral” shall not include, any Excluded Assets (including, for the avoidance of doubt, applications for trademark or service mark registrations filed on the basis of the applicant’s intent-to-use such trademark or service mark pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, et. seq., unless and until an Amendment to Allege Use or a Statement of Use has been filed with and accepted by the United States Patent and Trademark Office pursuant to Sections 1(c) and 1(d) of said Act, at which point the provisions of this Trademark Security Agreement shall automatically apply thereto).

SECTION 3. Guarantee and Collateral 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 Guarantee and Collateral Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral 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 Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 5. Intercreditor Relations. Notwithstanding anything herein to the contrary, the priority of the lien and security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of (i) the Intercreditor Agreement, dated as of May 15, 2018 (as amended, restated, supplemented or otherwise modified, replaced or refinanced from time to time, the “Base Intercreditor Agreement”), initially among Jefferies Finance LLC, in its capacities as administrative agent and collateral agent for the Original First Lien Lenders (as defined in the Base Intercreditor Agreement) to the Original First Lien Credit Agreement (as defined in the Base Intercreditor Agreement), Jefferies Finance LLC, in its capacities as administrative agent and collateral agent for the Original Second Lien Lenders (as defined in the Base Intercreditor Agreement) to the Original Second Lien Credit Agreement (as defined in the Base Intercreditor Agreement), and certain other persons party or that may become party thereto from time to time and (ii) the Junior Priority Intercreditor Agreement, dated as of December 30, 2019 (as amended, restated, supplemented or otherwise modified, replaced or refinanced from time to time, the “Junior Priority Intercreditor Agreement” and, together with the Base Intercreditor Agreement, the “Intercreditor Agreements”), initially among Jefferies Finance LLC, in its capacities as administrative agent and collateral agent for the Original Senior Lien Lenders (as defined in the Junior Priority Intercreditor Agreement) to the Original Senior Lien Credit Agreement (as defined in the Junior Priority Intercreditor Agreement), Jefferies Finance LLC, in

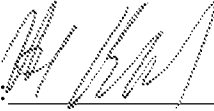
its capacities as administrative agent and collateral agent for the Original Intermediate Lien Lenders (as defined in the Junior Priority Intercreditor Agreement) to the Original Intermediate Lien Credit Agreement (as defined in the Junior Priority Intercreditor Agreement), Jefferies Finance LLC, in its capacities as administrative agent and collateral agent for the Original Junior Priority Lenders (as defined in the Junior Priority Intercreditor Agreement) to the Original Junior Priority Credit Agreement (as defined in the Junior Priority Intercreditor Agreement), and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreements and this Trademark Security Agreement with respect to the priority of any liens or security interests or the exercise of any rights or remedies, the terms of the Intercreditor Agreements shall govern and control.

SECTION 6. Governing Law; Submission to Jurisdiction; Waiver of Jury Trial. Subsections 9.11, 9.12 and 9.14 of the Guarantee and Collateral Agreement are incorporated herein, mutatis mutandis, as if a part hereof.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Trademark Security Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

BW HOMECARE HOLDINGS LLC, as Grantor

By: 

Name: Adam Blumenthal
Title: President

GREAT LAKES HOME HEALTH SERVICES,
INC., as Grantor

By: _____
Name: Scott Powers
Title: President

NATIONAL HOME HEALTH CARE CORP.,
as Grantor

By: _____
Name: Scott Powers
Title: President

ROSE OF TEXAS HOSPICE OF HOUSTON,
LLC, as Grantor


By: _____
Name: Scott Powers
Title: President

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Trademark Security Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

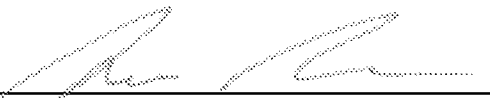
BW HOMECARE HOLDINGS LLC, as Grantor

By: _____
Name: Adam Blumenthal
Title: President


GREAT LAKES HOME HEALTH SERVICES,
INC., as Grantor

By:  _____
Name: Scott Powers
Title: President

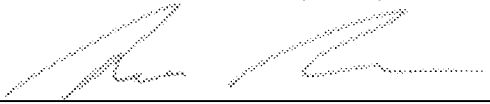
NATIONAL HOME HEALTH CARE CORP.,
as Grantor

By:  _____
Name: Scott Powers
Title: President

ROSE OF TEXAS HOSPICE OF HOUSTON,
LLC, as Grantor

By:  _____
Name: Scott Powers
Title: President

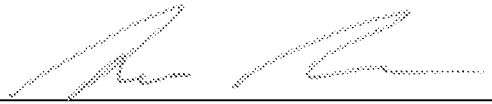
CARECYCLE SOLUTIONS, LLC, as Grantor

By:  _____

Name: Scott Powers

Title: President

HOME HEALTH HOLDINGS, INC., as Grantor

By:  _____

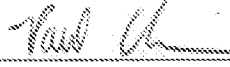
Name: Scott Powers

Title: President

Accepted and Agreed:

JEFFERIES FINANCE LLC

as Collateral Agent

By: 

Name: Paul Chisholm

Title: Managing Director

SCHEDULE I
to
1.75 LIEN TRADEMARK SECURITY AGREEMENT
UNITED STATES TRADEMARK REGISTRATIONS AND UNITED STATES
TRADEMARK APPLICATIONS

| OWNER | REGISTRATION NUMBER OR APPLICATION NUMBER, AS APPLICABLE | TITLE | REGISTRATION DATE OR APPLICATION DATE, AS APPLICABLE |
|--|---|---|---|
| GREAT LAKES HOME HEALTH SERVICES, INC. | 3315316 | NURSECAR | October 23, 2007 |
| National Home Health Care Corp. | 2321888 | HOME IS WHERE THE CARE IS | February 22, 2000 |
| National Home Health Care Corp. | 4692171 | PACT PERSONAL AIDE CARE TECHNOLOGY AND DESIGN | February 24, 2015 |
| Rose of Texas Hospice of Houston, LLC | 4165663 | ROSE OF TEXAS HOSPICE | June 26, 2012 |
| CareCycle Solutions, LLC | 5084674 | CARECYCLE | November 22, 2016 |
| CareCycle Solutions, LLC | 5101121 | CARECYCLE HOME HEALTH | December 13, 2016 |
| CareCycle Solutions, LLC | 5115282 | CARECYCLE CONNECT | January 3, 2017 |
| CareCycle Solutions, LLC | 4765351 | CARECYCLE MANAGEMENT | June 30, 2015 |
| Home Health Holdings, Inc. | 4162196 | ASPIRE HOSPICE | June 19, 2012 |
| Home Health Holdings, Inc. | 4052759 | ASPIRE HOME CARE | November 8, 2011 |
| BW Homecare Holdings, LLC | 87954640 | ELARA | June 18, 2018 |