

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM565237

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Five Points Healthcare of Virginia, LLC		02/28/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Capstar Bank, as Administrative Agent		
Street Address:	1201 Demonbreun Street		
Internal Address:	Suite 700		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37203		
Entity Type:	Chartered Bank: TENNESSEE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4256543	B · BEST CARE · HOME CARE	
CORRESPONDENCE DATA			
Fax Number:	6152446804		
<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:	615-850-8741		
Email:	trademarkdocket@wallerlaw.com		
Correspondent Name:	Robert P. Felber, Jr.		
Address Line 1:	c/o Waller Lansden Dortch & Davis		
Address Line 2:	511 Union Street, Suite 2700		
Address Line 4:	Nashville, TENNESSEE 37219		
ATTORNEY DOCKET NUMBER:	024617.07536		
NAME OF SUBMITTER:	Robert P. Felber, Jr.		
SIGNATURE:	/ROBERT P. FELBER, JR./		
DATE SIGNED:	03/04/2020		
Total Attachments: 10			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the “**Agreement**”) made as of this 28th day of February, 2020, by each of the undersigned “**Grantors**” (individually a “**Grantor**”, and collectively the “**Grantors**”) in favor of **CAPSTAR BANK**, in its capacity as administrative agent (in such capacity, the “**Administrative Agent**”) for itself and the other financial institutions from time to time parties to Credit Agreement (as defined below) (together with its successors and assigns, “**Grantee**”):

RECITALS

A. Grantors, Grantee and the other parties thereto are parties to that certain Credit and Guaranty Agreement dated of even date herewith (as the same may be amended, restated, supplemented, or otherwise modified from time to time, the “**Credit Agreement**”), providing for extension of credit to be made to Grantors by Lenders.

B. Pursuant to the terms of the Credit Agreement and that certain Security and Pledge Agreement, dated of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Security and Pledge Agreement**”), by and among Grantors and Grantee, Grantors have granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantors, including all right, title and interest of Grantors in, to and under, whether now owned or hereafter acquired (collectively, “**Intellectual Property**”): (i) Trademarks and Trademark Licenses, (ii) Copyrights and Copyright Rights, (iii) Patents, (iv) Patent Licenses, (v) Software (including source codes, object codes, data and related documentation), (vi) URLs, (vii) confidential and proprietary information, including, without limitation, all trade secrets, technology, ideas, know-how formulae and customer and supplier lists, (viii) Works, (ix) all other proprietary rights, and (x) all Accessions and all Proceeds of any and all of the foregoing.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantors agree as follows:

1. Incorporation of Security and Pledge Agreement. The Security and Pledge Agreement and the terms and provisions thereof are hereby incorporated herein in its entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement or the Security and Pledge Agreement, as applicable.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantors provided for or created under any other Security Document, Grantors hereby grant to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirm its prior grant pursuant to the Security and Pledge Agreement of, a continuing security interest in Grantors’ entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing and hereafter created, acquired or arising:

(a) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the forgoing, including without limitation, any claim by Grantors against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

provided, however, that no United States intent-to-use trademark or service mark application shall be included in the Trademark Collateral to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark or service mark application under applicable law.

3. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.


4. Counterparts. This Agreement may be executed in any number of counterparts, each of which so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce or account for more than one such counterpart.

[Signature pages follow]


IN WITNESS WHEREOF, intending to be legally bound, Grantors have duly executed this Trademark Security Agreement as of the day and year first hereinabove set forth.

GRANTORS:

FIVE POINTS HEALTHCARE, LLC

By: 
Name: Robert A. Radics
Title: President and Chief Executive Officer

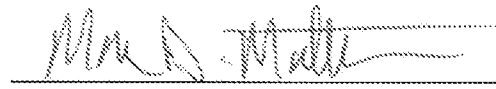
**FIVE POINTS HEALTHCARE OF ALABAMA, LLC
FIVE POINTS HEALTHCARE OF DE, LLC
FIVE POINTS HEALTHCARE OF GA, LLC
FIVE POINTS HEALTHCARE OF LOUISIANA, LLC
FIVE POINTS HEALTHCARE OF NC, LLC
FIVE POINTS HEALTHCARE OF PA, LLC
FIVE POINTS HEALTHCARE OF VIRGINIA, LLC
ANGEL'S TOUCH HOME CARE, LLC
SAINTS HOME HEALTHCARE, LLC
MILLENIUM HOME HEALTHCARE, INC.
WILLOWBROOK HEALTH SYSTEMS, INC.
WILLOWBROOK HOSPICE, INC.
WILLOWBROOK HOME HEALTH CARE AGENCY,
INC.**

By: 
Name: Robert A. Radics
Title: President and CEO

Agreed and Accepted
As of the Date First Written Above:

GRANTEE:

CAPSTAR BANK, as Administrative Agent
and Grantee

By: 

Name: Mark Mattson

Title: Executive Vice President, Healthcare
Group

Schedule 1
Trademarks


Mark	Country	Serial. No.	Filing Date	Reg.	Reg. Date	Assignee
	US	85523837	Jan. 24, 2012	4256543	Dec. 11, 2012	Five Points Healthcare of Virginia Square 1 Bank
FIVE POINTS HEALTHCARE	US	86071449	Sep. 23, 2013	5059847	Oct. 11, 2016	Five Points Healthcare LLC Square 1 Bank

EXHIBIT A

SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT

THIS SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT (the “**Supplement**”) made as of this __ day of _____, 20__ by each of the undersigned “**Grantors**” (individually a “**Grantor**”, and collectively the “**Grantors**”) in favor of **CAPSTAR BANK**, in its capacity as administrative agent (in such capacity, the “**Administrative Agent**”) for itself and the other financial institutions from time to time parties to Credit Agreement (as defined below) (together with its successors and assigns, “**Grantee**”):

W I T N E S S E T H:

WHEREAS, Grantors, Grantee and certain financial institutions are parties to that certain Credit and Guaranty Agreement, dated as of [] (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, Grantors and Grantee are parties to a certain Trademark Security Agreement, dated as of [] (as the same heretofore may have been and hereafter may be amended, restated, supplemented or otherwise modified from time to time, the “**Trademark Agreement**”); capitalized terms used herein but not otherwise defined shall have the meanings given thereto in the Trademark Agreement;

WHEREAS, pursuant to the terms of the Trademark Agreement, Grantors have granted to Grantee to secure the payment and performance of the Obligations (as defined in the Credit Agreement) a security interest in and to all of Grantors’ now existing and hereafter New Trademarks and all proceeds thereof; and

WHEREAS, also pursuant to the Trademark Agreement, Grantors have agreed that in connection with the acquisition by each Grantor of any New Trademarks, each Grantor shall deliver to Grantee a Supplement to the Trademark Agreement in the form of Exhibit A to such Trademark Agreement pursuant to which Grantors shall grant and reconfirm the grant by them of a security interest in all such New Trademarks and the proceeds thereof, which such Supplement may be and is intended by the parties to be filed with the United States Trademark Office.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, and with the foregoing background and recitals incorporated by reference, Grantors agree as follows:

1. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, and without limiting any other grant of any security interest or lien in any assets of Grantors provided for or created under the Credit Agreement or any other Security Document, Grantors hereby grant to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirm its prior grant pursuant to the Credit Agreement and the other Security Documents, specifically including the Trademark Agreement of, a continuing security interest in Grantors’ entire right, title and interest in and to the New Trademarks listed on Schedule A to this Supplement, including any reissues, continuations or extensions thereof, and

all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, and all products and proceeds of the forgoing, including without limitation, any claim by Grantors against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark, and agrees that all such New Trademarks and the proceeds thereof shall be included in and be part of the Trademark Collateral and otherwise subject to all of the terms and provisions of the Trademark Agreement.

2. Representations and Warranties. Grantors hereby represent and warrant to Grantee and to the Lenders that, as of the date hereof, Schedule A sets forth a full, complete and correct list of all issued New Trademarks and pending applications for Trademarks owned by Grantors that were not (i) listed on the Schedule 1 delivered in connection with the original Trademark Agreement or (ii) listed on the Schedule A delivered in connection with any Supplement to the Trademark Agreement delivered by Grantors to Grantee prior to the date hereof.

3. Incorporation of the Trademark Agreement. The terms and provisions of the Trademark Agreement are hereby incorporated by reference and this Supplement shall be considered an amendment and supplement to and part of the Trademark Agreement, all of the provisions of which Trademark Agreement are and remain in full force and effect. Any reference after the date hereof in any Loan Document to the Trademark Agreement shall be a reference to the Trademark Agreement as amended and supplemented by this Supplement.

4. Governing Law. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

5. Counterparts. This Supplement may be executed in any number of counterparts, each of which so executed and delivered shall be an original, but all of which shall constitute one and the same instrument. It shall not be necessary in making proof of this Supplement to produce or account for more than one such counterpart.

[Signatures on Following Page]

IN WITNESS WHEREOF, intending to be legally bound, the undersigned have duly executed this Supplement to the Trademark Agreement as of the day and year first hereinabove set forth.

GRANTOR:

[_____]

By: _____

Name: _____

Title: _____

Agreed and Accepted

As of the Date First Written Above

GRANTEE:

CAPSTAR BANK, as Grantee and
Administrative Agent

By: _____

Name: _____

Title: _____

**SCHEDULE A TO SUPPLEMENT TO TRADEMARK SECURITY AGREEMENT
DATED _____**

Trademark Applications

Grantor	Trademark/Service Mark	Serial Number	Filing Date	Goods/Services

Trademarks

Grantor	Trademark/Service Mark	Registration Number	Registration Date	Goods/Services