

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM572081

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
SENIOR CARE CENTERS LLC		04/14/2020	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MIDCAP FINANCIAL TRUST		
<b>Street Address:</b>	c/o Midcap Financial Services, LLC		
<b>Internal Address:</b>	7255 Woodmont Ave, Suite 200		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	STATUTORY TRUST: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5516544	SENIOR CARE CENTERS	
<b>Registration Number:</b>	5525890	THE HEART OF NURSING CARE IS HERE.	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	9735972400		
<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>			
<b>Phone:</b>	9735972500		
<b>Email:</b>	lstrademark@lowenstein.com		
<b>Correspondent Name:</b>	Matthew P. Hintz, Esq.		
<b>Address Line 1:</b>	Lowenstein Sandler LLP		
<b>Address Line 2:</b>	One Lowenstein Drive		
<b>Address Line 4:</b>	Roseland, NEW JERSEY 07068		
<b>ATTORNEY DOCKET NUMBER:</b>	38097.5		
<b>NAME OF SUBMITTER:</b>	Matthew P. Hintz, Esq.		
<b>SIGNATURE:</b>	/Matthew P. Hintz, Esq./		
<b>DATE SIGNED:</b>	04/15/2020		
<b>Total Attachments: 9</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”) is entered into as of April 14, 2020, by and between **SENIOR CARE CENTERS LLC**, a Delaware limited liability company (“**Grantor**”), and **MIDCAP FINANCIAL TRUST**, a Delaware statutory trust, as agent (in such capacity, together with its successors and assigns, “**Agent**”) for the Lenders (as defined herein).

### RECITALS

A. Grantor and Agent have entered into that certain Credit and Security Agreement (Non-HUD Reorganized Debtors) dated as of March 26, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”) among Grantor, the other borrowers named therein, the financial institutions from time to time parties thereto as lenders (collectively, the “**Lenders**”) and Agent. Defined terms used herein without definition shall have the meanings set forth in the Loan Agreement.

B. The Obligations are secured by the Collateral, including without limitation, all of Grantor’s Intellectual Property.

C. In connection with the Loan Agreement, Grantor has agreed to execute and deliver this Agreement.

### AGREEMENT

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, Grantor and Agent hereby agree:

1. To secure the Obligations, Grantor grants Agent for its benefit and for the benefit of Lenders a security interest in all of Grantor’s right, title and interest in its Intellectual Property, whether now or hereafter existing or arising or in which Grantor now has or hereafter owns, acquires or develops an interest and wherever located, all intangible intellectual or other property of Grantor of any kind or nature, embodying or incorporating, associated with or arising out of any of the aforementioned properties and assets and not otherwise described in the foregoing, and all cash and non-cash proceeds of any and all of the foregoing (including license royalties, rights to payment, accounts and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not the Agent or any Lender is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the foregoing (collectively, the “**Collateral**”). Grantor hereby confirms that the attached schedules of Grantor’s copyright, patent and trademark applications and registrations, which are registered or filed with the United States Patent and Trademark Office (“**PTO**”) or the United States Copyright Office, as applicable, attached hereto as Exhibits A, B and C hereto, respectively, are complete and accurate as of the date hereof and consist of all of the Intellectual Property owned by the Grantor as of the date hereof. Notwithstanding the foregoing, the Collateral does not include any “intent to use” trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise, provided, that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use of an intent-to-use trademark application pursuant to 15 U.S.C. Section 1060(a) (or any successor provision) such intent-to-use application shall constitute Collateral.

2. On a continuing basis, the Grantor will make, execute, acknowledge, deliver, file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or reasonably advisable or may be reasonably requested by Agent or Lenders to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure the Grantor’s compliance with this Agreement or to enable the Agent to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Agent may record this Agreement, an abstract thereof, or any other document describing the Agent’s interest in the Collateral with the PTO at the expense of the Grantor.

3. Grantor hereby authorizes Agent and Lenders to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property which Grantor obtains subsequent to the

date of this Agreement, and (b) file a duplicate of this Agreement containing amended exhibits reflecting such new Intellectual Property with the PTO or the United States Copyright Office, as applicable.

4. This Agreement shall be exclusively (without regard to any rules or principles relating to conflicts of laws) governed by, enforced and construed in accordance with the laws of the state of Maryland and the federal laws of the United States applicable therein.

5. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, is an original, and all taken together, constitute one Agreement. The words "execution," "signed," "signature" and words of like import shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity and enforceability as a manually executed signature or the use of a paper-based recordkeeping systems, as the case may be, to the extent and as provided for in any applicable law, including, without limitation, any state law based on the Uniform Electronic Transactions Act. Delivery of an executed counterpart of a signature page to this Agreement by electronic means including by email delivery of a ".pdf" format data file shall be effective as delivery of an original executed counterpart of this Agreement.

6. This Agreement constitutes a Security Document.

7. All notices required or permitted hereunder shall be given and shall become effective as provided in Section 12.3 of the Credit Agreement. All notices to Grantor shall be addressed in accordance with the information provided on the signature page hereto.

*[Remainder of Page Intentionally Left Blank - Signature Pages Follow]*

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the first date written above.

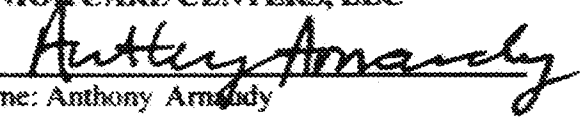
Address of Grantor:

c/o Senior Care Centers, LLC  
600 N. Pearl Street, Suite 1050  
Dallas, Texas 75201  
Attention: Chief Financial Officer  
Email: aarnaudy@seniorcarecentersllc.com

GRANTOR:

SENIOR CARE CENTERS, LLC

By

  
Name: Anthony Arnaudy

Title: Authorized Signatory

*[Signature Page to the Intellectual Property Security Agreement]*

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the first date written above.

Address of Agent:

c/o MidCap Financial Services, LLC, as  
servicer  
7255 Woodmont Avenue, Suite 200  
Bethesda, Maryland 20814  
Attn: Account Manager for Senior Care  
Centers transaction  
Email: [notices@midcapfinancial.com](mailto:notices@midcapfinancial.com)

with a copy to:

c/o MidCap Financial Services, LLC, as  
servicer  
7255 Woodmont Avenue, Suite 200  
Bethesda, Maryland 20814  
Attention: General Counsel  
Email: [legalnotices@midcapfinancial.com](mailto:legalnotices@midcapfinancial.com)

AGENT:

**MIDCAP FINANCIAL TRUST**

By: Apollo Capital Management, L.P. its  
investment manager

By: Apollo Capital Management, G.P, LLC, its  
general partner

By:  \_\_\_\_\_

Name: Maurice Amsellem

Title: Authorized Signatory

EXHIBIT A  
COPYRIGHTS

None.

EXHIBIT B

PATENTS

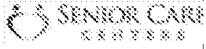
None



## EXHIBIT C



## TRADEMARKS

## FEDERAL TRADEMARKS

TM Record	Mark/Name/ AN/RN	Registration Number	Status/Key Dates	Full Goods/Services
US Federal Q12 uf 3	<u>SENIOR CARE CENTERS and Design</u>  	RN: 5516544 SN: 87258463	Registered July 17, 2018 Int'l Class: 43,44 First Use: May, 2009 Filed: December 6, 2016	(Int'l Class: 43) continuing care retirement communities (ccrcs) in the nature of assisted living and independent living facilities (Int'l Class: 44) continuing care retirement communities (ccrcs) in the nature of nursing home services; physical therapy, occupational therapy and speech therapy services
US Federal Q27 uf 4	<u>THE HEART OF NURSING CARE IS HERE.</u>	RN: 5525890 SN: 87448217	Registered July 24, 2018 Int'l Class: 43,44 First Use: April 26, 2017 Filed: May 12, 2017	(Int'l Class: 43) continuing care retirement communities (ccrcs) in the nature of assisted living and independent living facilities (Int'l Class: 44) continuing care retirement communities (ccrcs) in the nature of nursing home services; physical therapy,

TM Record	Mark/Name/ AN/RN	Registration Number	Status/Key Dates	Full Goods/Services
				occupational therapy and speech therapy services

## STATE TRADEMARKS

TM Record	Mark/Name/ AN/RN	Status/Key Dates	Full Goods/Services	Owner Information
US State Q12 us 11	<u>SENIOR CARE CENTERS and Design</u>    RN: TX 801135227	TEXAS - Registered Last Status Received: Registered July 9, 2009	(Local Class: 1) senior care centers is used in connection with assisted living facilities	SENIOR CARE CENTERS, LLC E. I-30, SUITE 7 GARLAND, TX 75043 TX
US State Q12 us 12	<u>SENIOR REHAB SOLUTIONS</u> RN: TX 801135230	TEXAS - Registered Last Status Received: Registered July 9, 2009	(Int'l Class: 43, 44, 45) senior care rehab solutions is used in connection with assisted living facilities	SENIOR CARE CENTERS, LLC EAST I-30 HIGHWAY, SUITE 7 GARLAND, TX 75043 TX
US State Q12 us 13	<u>SENIOR REHAB SOLUTIONS and Design</u>    RN: TX 801134651	TEXAS - Registered Last Status Received: Registered August 4, 2009	(Int'l Class: 43, 44) senior care rehab solutions is used in connection with assisted living facilities	SENIOR CARE CENTERS, LLC E. I-30, SUITE 7 GARLAND, TX 75043 TX

US State Q12 us 14	<u>OUR</u> <u>GENERATIO</u> <u>N CARING</u> <u>FOR THEIRS</u> RN: TX 801158410	TEXAS - Registered Last Status Received: Registered September 21, 2009	(Int'l Class: 43, 44, 45) assisted living facilities; providing assistance to senior citizens seeking to determine assisted living facilities appropriate for their needs	SENIOR CARE CENTERS, LLC E. I-30, SUITE 7 GARLAND, TX 75043 TX
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