

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM583883

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLP Healthcare Services, LLC		06/30/2020	Limited Liability Company: DELAWARE
FC Compassus, LLC		06/30/2020	Limited Liability Company: DELAWARE
Hospice Care of the West, LLC		06/30/2020	Limited Liability Company: DELAWARE
FCT Hospice, LLC		06/30/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	TI V ASC COMPASSUS DEBT INVESTMENT AGGREGATOR, L.P.		
Street Address:	65 East 55th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3617675	HOSPICE COMPASSUS	
Registration Number:	3628631	SERVING WITH HEARTFELT COMPASSION	
Registration Number:	3628643		
Registration Number:	5076366	COMPASSUS	
Registration Number:	4133567	LIFE CHOICE	
Registration Number:	3001319	HOSPICE CARE OF THE WEST	
CORRESPONDENCE DATA			
Fax Number:	3128622200		
<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:	3128623837		
Email:	raza.siddiqui@kirkland.com		
Correspondent Name:	Raza Siddiqui, Senior Paralegal		
Address Line 1:	300 N. LaSalle		

CH \$165.00 3617675

Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	48291-2
NAME OF SUBMITTER:	Raza Siddiqui
SIGNATURE:	/razasiddiqui/
DATE SIGNED:	06/30/2020

Total Attachments: 6

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SECOND LIEN TRADEMARK SECURITY AGREEMENT

This SECOND LIEN TRADEMARK SECURITY AGREEMENT (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), dated as of June 30, 2020, is made by the Persons listed on the signature pages hereof (collectively, the “Grantors”) in favor of TI V ASC COMPASSUS DEBT INVESTMENT AGGREGATOR, L.P. (“Compassus Aggregator”), as Collateral Agent (the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, COMPASSUS INTERMEDIATE, INC., a Delaware corporation (“Holdings”), FC COMPASSUS, LLC, a Delaware limited liability company (the “Borrower Representative”), and together with any other “Borrower” so designated by the Borrower Representative from time to time in accordance therewith, each a “Borrower” and, collectively, the “Borrowers”), Compassus Aggregator, as Administrative Agent and Collateral Agent, and each Lender from time to time party thereto entered into that certain Second Lien Credit Agreement, dated as of June 30, 2020 (the “Closing Date”) (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to make Loans upon the terms and subject to the conditions therein.

WHEREAS, in connection with the Credit Agreement, the Grantors have entered into the Second Lien Security Agreement, dated as of the Closing Date (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in order to induce the Lenders to make Loans.

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property of the Grantors, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties a security interest in all of such Grantor’s right, title and interest in and to the following (the “Collateral”): all registered Trademarks (as defined in the Security Agreement) and Trademarks for which applications are pending in the United States Patent and Trademark Office, including those set forth in Schedule A hereto (in each case, excluding any Excluded Property).

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by each Grantor under this Trademark Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the secured Obligations and that would be owed by such Grantor to any Secured Party under the Loan Documents but for the fact that such secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of 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.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

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.

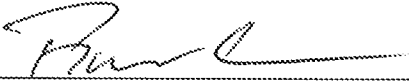
SECTION 7. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. Notwithstanding anything herein to the contrary, the Liens and the Security Interest granted to the Collateral Agent under this Agreement and the exercise of the rights and remedies of the Collateral Agent hereunder and under any other Collateral Document are subject to the provisions of the Second Lien Intercreditor Agreement (and any other intercreditor agreement entered into by the Collateral Agent pursuant to the Credit Agreement). In the event of any conflict between the terms of such Second Lien Intercreditor Agreement (or such other intercreditor agreement, as applicable) and this Agreement or any other Collateral Document, the terms of the Second Lien Intercreditor Agreement (or such other intercreditor agreement, as applicable) shall govern and control.

[Signature Pages Follow]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CLP HEALTHCARE SERVICES, LLC
FC COMPASSUS, LLC
HOSPICE CARE OF THE WEST, LLC
as Grantors

By: 
Name: Russell Adkins
Title: General Counsel and Secretary

FCT HOSPICE, LLC,
as a Grantor

By: _____
Name: James Deal
Title: Chief Executive Officer


IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

**CLP HEALTHCARE SERVICES, LLC
FC COMPASSUS, LLC
HOSPICE CARE OF THE WEST, LLC**
as Grantors

By: _____

Name: Russell Adkins
Title: General Counsel and Secretary

FCT HOSPICE, LLC,
as a Grantor


By:  _____

Name: James Deal
Title: Chief Executive Officer

[Signature Page to Second Lien Trademark Security Agreement]

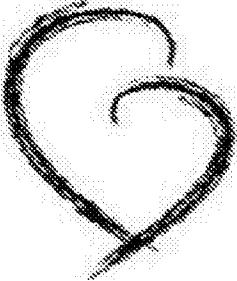

**TRADEMARK
REEL: 006985 FRAME: 0170**

**TIVASC COMPASSUS DEBT INVESTMENT
AGGREGATOR, L.P.,**
as Administrative Agent and Collateral Agent

By: 
Name: Glenn F. Miller
Title: President

SCHEDULE A

United States Trademark Registrations and Trademark Applications

Registered Owner / Grantor	Trademark	Reg. No./ Reg. Date
CLP Healthcare Services, LLC	HOSPICE COMPASSUS	3617675 May 5, 2009
	SERVING WITH HEARTFELT COMPASSION	3628631 May 26, 2009
		3628643 May 26, 2009
FC Compassus, LLC	COMPASSUS	5076366 November 8, 2016
FCT Hospice, LLC	LIFE CHOICE	4133567 May 1, 2012
Hospice Care of the West, LLC	HOSPICE CARE OF THE WEST & Design 	3001319 September 27, 2005