

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM612300

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Grant of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CareGivers America, LLC		08/02/2013	Limited Liability Company: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	BANK OF AMERICA, N.A., as Administrative Agent		
Street Address:	101 N. Tryon Street, 5th Floor		
Internal Address:	NC1-001-05-45		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4327701	CAREGIVERS AMERICA	
Registration Number:	3688967	CAREGIVERS AMERICA	
Registration Number:	3266919	CARE GIVERS AMERICA	
Registration Number:	2870739	CAREGIVERS AMERICA	
CORRESPONDENCE DATA			
Fax Number:	7043311159		
<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:	7043311000		
Email:	PTO_TMconfirmation@mvalaw.com, christinaquinn@mvalaw.com		
Correspondent Name:	Moore & Van Allen PLLC		
Address Line 1:	100 North Tryon Street		
Address Line 2:	Suite 4700		
Address Line 4:	Charlotte, NORTH CAROLINA 28202-4003		
ATTORNEY DOCKET NUMBER:	017625.004850		
NAME OF SUBMITTER:	John Slaughter		
SIGNATURE:	/john slaughter/		
DATE SIGNED:	12/03/2020		

OP \$115.00 4327701

Total Attachments: 4

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NOTICE
OF
GRANT OF SECURITY INTEREST
IN
TRADEMARKS

United States Patent and Trademark Office

Ladies and Gentlemen:

Please be advised that pursuant to the Amended and Restated Security Agreement dated as of August 2, 2013 (as the same may be amended, modified, restated or supplemented from time to time, the "Security Agreement") by and among the Grantors from time to time party thereto (each a "Grantor" and collectively, the "Grantors") and Bank of America, N.A., as Administrative Agent (the "Administrative Agent") for the Secured Parties referenced therein, to secure the prompt payment and performance in full when due, whether by lapse of time, acceleration, mandatory prepayment or otherwise, of the Secured Obligations, the undersigned Grantor has granted to the Administrative Agent, for the benefit of the Secured Parties, a continuing security interest in, and a right to set off against, any and all right, title and interest of such Grantor in and to all of the following, whether now owned or existing or owned, acquired, or arising hereafter:

(a) all Trademarks, including the trademarks and trademark applications set forth on Schedule 1 attached hereto.

Notwithstanding anything to the contrary contained herein, the security interests granted under the Security Agreement do not extend to the Excluded Property.

The undersigned Grantor and the Administrative Agent, on behalf of the Secured Parties, hereby acknowledge and agree that the security interest in the trademarks and trademark applications set forth on Schedule 1 attached hereto (i) may only be terminated in accordance with the terms of the Security Agreement and (ii) is not to be construed as an assignment of any trademark or trademark application.

In the event of any conflict between the terms of the Security Agreement and the terms of this Notice of Grant of Security Interest in Trademarks, the terms of the Security Agreement shall govern and control.

Defined Terms. Capitalized terms used and not otherwise defined herein shall have the meanings provided in the Security Agreement.

Counterparts. This Notice of Grant of Security Interest in Trademarks may be executed in any number of counterparts, each of which where 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 Grant of Security Interest in Trademarks to produce or account for more than one such counterpart.

GOVERNING LAW. THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK APPLICABLE TO AGREEMENTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE; PROVIDED THAT THE ADMINISTRATIVE

AGENT AND EACH SECURED PARTY SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.

Very truly yours,

CAREGIVERS AMERICA, LLC,
a Pennsylvania limited liability company

By: *Dave P. Middleton*

Name: Dave Middleton

Title: Chief Executive Officer

Acknowledged and Accepted:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____

Name:

Title:

AGENT AND EACH SECURED PARTY SHALL RETAIN ALL RIGHTS ARISING UNDER FEDERAL LAW.


Very truly yours,

CAREGIVERS AMERICA, LLC,
a Pennsylvania limited liability company

By: _____
Name:
Title:

Acknowledged and Accepted:

BANK OF AMERICA, N.A.,
as Administrative Agent

By:  _____
Name: Gavin Shak
Title: Assistant Vice President

Schedule 1

CareGivers America, LLC
(Pennsylvania Limited Liability Company)

U.S. Trademarks

Trademark Registrations

Mark	Reg. No.	Reg. Date
CAREGIVERS AMERICA and Design	4327701	04/30/2013
CAREGIVERS AMERICA	3688967	09/29/2009
CARE GIVERS AMERICA and Design	3266919	07/17/2007
CAREGIVERS AMERICA	2870739	08/03/2004