

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616008

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement (First Lien)
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Seasons Healthcare Management, LLC		12/21/2020	Limited Liability Company: ILLINOIS
HRS Companies LLC		12/21/2020	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 South Dearborn
Internal Address:	Floor L2, Mail Code IL1-1145
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	3663751	SEASONS HOSPICE & PALLIATIVE CARE
Registration Number:	4460118	SEASONS MEDICAL GROUP
Registration Number:	5386567	HONORING LIFE OFFERING HOPE
Registration Number:	5301227	TRUE HOPE
Serial Number:	90312919	HRS

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 8007130755

Email: james.murray@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

OP \$140.00 3663751

NAME OF SUBMITTER:	Doris Ka
SIGNATURE:	/Doris Ka/
DATE SIGNED:	12/22/2020
Total Attachments: 6 source=IP filing#page1.tif source=IP filing#page2.tif source=IP filing#page3.tif source=IP filing#page4.tif source=IP filing#page5.tif source=IP filing#page6.tif	

FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT is entered into as of December 21, 2020 (this “IP Security Agreement Supplement”), by (i) Seasons Healthcare Management, LLC and (ii) HRS Companies LLC (each, a “Grantor”, and together, the “Grantors”) in favor of JPMorgan Chase Bank, N.A. (“JPMCB”), as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities, the “Administrative Agent”).

Reference is made to that certain First Lien Pledge and Security Agreement, dated as of June 20, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Administrative Agent. The Lenders under the First Lien Credit Agreement have extended credit to the Borrower (as defined in First Lien Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain First Lien Credit Agreement, dated as of June 20, 2019 (as amended by that certain Amendment No. 1, dated as of the date hereof, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “First Lien Credit Agreement”), by and among, *inter alios*, Pluto Acquisition I, Inc., Delaware corporation, Horizon Acquisition Co., Inc., a Delaware corporation, the lenders and issuing banks from time to time party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent, a Lender, an Issuing Bank and the Swingline Lender. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the First Lien Credit Agreement, the Grantors and the Administrative Agent have entered into that certain First Lien Intellectual Property Security Agreement, dated as of June 20, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “IP Security Agreement”). Under the terms of the Security Agreement, each Grantor has granted to the Administrative Agent for the benefit of the Secured Parties a security interest in the Additional IP Collateral (as defined below) and has agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this IP Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this IP Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the such Grantor and regardless of where located (collectively, the “Additional IP Collateral”):

- A. the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto, together with all goodwill of the business connected with the use thereof and symbolized thereby; and
- B. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. **Security Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Additional IP Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.


[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Security Agreement Supplement as of the day and year first above written.

SEASONS HEALTHCARE MANAGEMENT, LLC

By: 
Name: Ryan Solomon
Title: Treasurer

HRS COMPANIES LLC

By: 
Name: Ryan Solomon
Title: Treasurer

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: 

Name: Erik Barragan
Title: Authorized Officer

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
SEASONS HEALTHCARE MANAGEMENT, LLC	3663751	SEASONS HOSPICE & PALLIATIVE CARE
SEASONS HEALTHCARE MANAGEMENT, LLC	4460118	SEASONS MEDICAL GROUP
SEASONS HEALTHCARE MANAGEMENT, LLC	5386567	Honoring Life Offering Hope
SEASONS HEALTHCARE MANAGEMENT, LLC	5301227	True Hope
HRS COMPANIES LLC	Appl. No. 90312919	HRS