

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM630226

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	FIRST LIEN GRANT OF SECURITY INTEREST IN TRADEMARK		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Five Points Healthcare of Virginia, LLC		03/05/2021	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Barclays Bank PLC, as Collateral Agent		
<b>Street Address:</b>	745 Seventh Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Public Limited Company: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85523837	B · BEST CARE · HOME CARE	
<b>Serial Number:</b>	86071449	FIVE POINTS HEALTHCARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>	2123186532		
<b>Email:</b>	alanagramer@paulhastings.com		
<b>Correspondent Name:</b>	Alana Gramer		
<b>Address Line 1:</b>	200 Park Avenue		
<b>Address Line 2:</b>	c/o Paul Hastings LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10166		
<b>NAME OF SUBMITTER:</b>	Alana Gramer		
<b>SIGNATURE:</b>	/s/ Alana Gramer		
<b>DATE SIGNED:</b>	03/05/2021		
<b>Total Attachments: 5</b>			
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FIRST LIEN GRANT OF  
SECURITY INTEREST IN TRADEMARK

This FIRST LIEN GRANT OF SECURITY INTEREST IN TRADEMARK, dated as of March 5, 2021 (this "Agreement"), is made by the Persons listed on the signature pages hereto (collectively, the "Grantors" and individually, each a "Grantor"), in favor of the Collateral Agent for the benefit of the Secured Parties from time to time party to the First Lien Credit Agreement, dated as of March 16, 2017 (as amended by that certain Joinder Agreement and Amendment, dated as of July 1, 2018, Amendment No. 2 to First Lien Credit Agreement, dated as of March 19, 2020, Amendment No. 3 to First Lien Credit Agreement, dated as of April 1, 2020, and Second Joinder Agreement and Fourth Amendment, dated as of September 21, 2020, and as further amended, restated, amended and restated, refinanced, replaced, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement"), among Aveanna Healthcare LLC (f/k/a BCPE Eagle Buyer LLC), a Delaware limited liability company (the "Borrower"), Aveanna Healthcare Intermediate Holdings LLC (f/k/a BCPE Eagle Intermediate Holdings LLC), a Delaware limited liability company ("Holdings"), the Lenders from time to time party thereto, Barclays Bank PLC, as the Administrative Agent, the Collateral Agent, a Letter of Credit Issuer, the Swingline Lender and a Lender, and the other parties party thereto.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make their respective loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Subsidiaries of the Borrower that become a party thereto, have executed and delivered a First Lien Security Agreement, dated as of March 16, 2017 in favor of the Collateral Agent (as the same may be amended, restated, amended and restated, supplemented, replaced, refinanced, extended, restructured or otherwise modified from time to time, the "Security Agreement");

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered a Supplement to the First Lien Security Agreement, dated as of the date hereof, in favor of the Collateral Agent (as the same may be amended, restated, amended and restated, supplemented, replaced, refinanced, extended, restructured or otherwise modified from time to time, the "Security Supplement Agreement" and together with the Security Agreement, the "Security Documents");

WHEREAS, pursuant to the Security Documents, the Grantors have pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders and the Letter of Credit Issuer to make their respective Extensions of Credit to Holdings, the Borrower and the Restricted Subsidiaries, as applicable, and to induce one or more Cash Management Banks, Bank Product Providers or Hedge Banks to enter into Secured Cash Management Agreements, Secured Bank Product Agreements or Secured Hedge Agreements, respectively, with Holdings, the Borrower and/or the Restricted Subsidiaries, the Grantors hereby agree with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Documents, as applicable.

Grant of Security Interest. Subject to the terms of the Security Documents, the Grantors hereby grant a security interest in all of its right, title and interest in, to and under the Trademarks, to the extent owned by the Grantors (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom

(collectively, the “Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for payment when due of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of the Grantors’ “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Trademark Office.

Termination or Release. Upon the termination of the Security Agreement or release of the Grantors in accordance with Section 6.4 thereof, the Collateral Agent shall, at the expense of such Grantors, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the Security Interest in the Trademarks of such Grantors under this Grant of security interest in Trademarks.

Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Documents, the terms of the Security Documents shall govern.

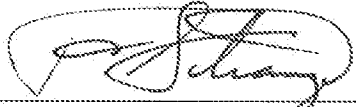
0. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to be originals and shall constitute one and the same instrument.

Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

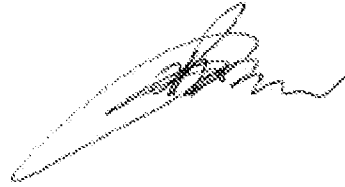
**FIVE POINTS HEALTHCARE OF VIRGINIA,  
LLC**, a Delaware limited liability company, as a Grantor

By:   
Name: H. Anthony Strange  
Title: Chief Executive Officer and President

[Grant of Security Interest in Trademark]

**TRADEMARK  
REEL: 007213 FRAME: 0595**

**BARCLAYS BANK PLC,**  
as the Collateral Agent



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

Name: Ronnie Glenn

Title: Director

**SCHEDULE A**

**U.S. Trademark Registrations**

<b>Grantor</b>	<b>Mark</b>	<b>Registration Number/Date</b>	<b>Application Number/Date</b>	<b>Jurisdiction</b>
Five Points Healthcare of Virginia, LLC	B - BEST CARE - HOME CARE (and design)	4,256,543 / 12-11-2012	85523837 / 1-24-2012	USA
Five Points Healthcare, LLC	FIVE POINTS HEALTHCARE	5,059,847 / 10-11-2016	86071449 / 9-23-2013	USA