

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630228

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARK		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Five Points Healthcare of Virginia, LLC		03/05/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Royal Bank of Canada, as Collateral Agent		
Street Address:	20 King Street West, 4th Floor		
City:	Toronto		
State/Country:	CANADA		
Postal Code:	M5H 1C4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	85523837	B · BEST CARE · HOME CARE	
Serial Number:	86071449	FIVE POINTS HEALTHCARE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2123186532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	Alana Gramer		
Address Line 1:	200 Park Avenue		
Address Line 2:	c/o Paul Hastings LLP		
Address Line 4:	New York, NEW YORK 10166		
NAME OF SUBMITTER:	Alana Gramer		
SIGNATURE:	/s/ Alana Gramer		
DATE SIGNED:	03/05/2021		
Total Attachments: 5			
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SECOND LIEN GRANT OF
SECURITY INTEREST IN TRADEMARK

This SECOND 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 Second Lien Credit Agreement, dated as of March 16, 2017 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, refinanced, extended, restructured or replaced 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, Royal Bank of Canada, 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 Second 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 to make the Loans to the Borrower, 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 grants 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 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.

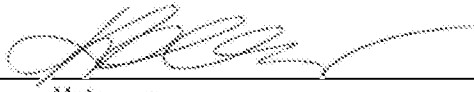
**FIVE POINTS HEALTHCARE OF VIRGINIA,
LLC**, a Delaware limited liability company, as a Grantor

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

[Grant of Security Interest in Trademark]

**TRADEMARK
REEL: 007213 FRAME: 0606**

ROYAL BANK OF CANADA,
as the Collateral Agent

By: 

Name: *Helena Sadowski*
Title: *Manager, Agency*

SCHEDULE A

U.S. Trademark Registrations

Grantor	Mark	Registration Number/Date	Application Number/Date	Jurisdiction
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