

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630529

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TOTAL COMMUNITY OPTIONS, INC.		03/08/2021	Corporation: COLORADO
RECEIVING PARTY DATA			
Name:	JPMORGAN CHASE BANK, N.A., AS COLLATERAL AGENT		
Street Address:	10 SOUTH DEARBORN STREET		
City:	CHICAGO		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4238712	INNOVAGE	
Registration Number:	4434780	IN	
CORRESPONDENCE DATA			
Fax Number:	2124552502		
<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:	(212)455-2055		
Email:	ksolomon@stblaw.com		
Correspondent Name:	KATE MIRINO, ESQ.		
Address Line 1:	SIMPSON THACHER & BARTLETT LLP		
Address Line 2:	425 LEXINGTON AVENUE		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	509265/2326		
NAME OF SUBMITTER:	KATE MIRINO		
SIGNATURE:	/KM/		
DATE SIGNED:	03/08/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

March 8, 2021

TRADEMARK SECURITY AGREEMENT, dated as of the date hereof (the "Agreement"), by and among Total Community Options, Inc., a Colorado corporation (the "Grantor") and JPMORGAN CHASE BANK, N.A., in its capacity as Collateral Agent (the "Collateral Agent").

Reference is made to the Guarantee and Collateral Agreement, dated as of the date hereof, as amended, supplemented or otherwise modified from time to time, the "Security Agreement", among the Grantors (as defined therein) and the Collateral Agent. The Lenders have agreed to extend credit to Total Community Options Inc., a Colorado corporation (the "Borrower"), subject to the terms and conditions set forth in the Credit Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time (the "Credit Agreement")). The Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

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

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the USPTO or any similar offices in any State of the United States or any other country or any political subdivision thereof (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such intent-to-use trademark applications under applicable federal law), and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks");
- (b) all goodwill associated with or symbolized by the Trademarks;
- (c) any and all claims for damages and injunctive relief for past, present and future infringement, misuse or misappropriation with respect to any of the Trademarks, with the right, but not the obligation to sue for and collect or otherwise recover, such damages; and

(d) all proceeds, income, royalties and other payments now or hereafter due and payable to Grantor with respect to the Trademarks.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademark 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 Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Termination. Upon the payment in full of the Obligations (other than contingent indemnification obligations not then due and payable) and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Borrower an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

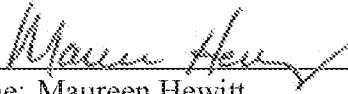
SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

[signature page follows]

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

TOTAL COMMUNITY OPTIONS, INC.



Name: Maureen Hewitt

Title: President and Chief Executive Officer

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

Name:

Title:

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

TOTAL COMMUNITY OPTIONS, INC.

Name: Maureen Hewitt
Title: President and Chief Executive Officer

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



Name: Yasassri Gammampila
Title: Authorized Officer

Schedule I

TRADEMARK/TRADE NAMES OWNED BY GRANTOR

Mark	Jurisdiction	Reg. No./ Reg. Date	Status	Current Owner of Record
INNOVAGE (Word Mark) INNOVAGE	Federal	4238712 / 06-NOV- 2012	Registered	Total Community Options, Inc.
IN (Word Mark) IN	Federal	4434780 / 19-NOV- 2013	Registered	Total Community Options, Inc.