

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM632310

| | |
|------------------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---|----------|----------------|---|
| WellSky Corporation | | 03/10/2021 | Corporation: NEW YORK |
| Well Sky Home Health & Hospice Corporation | | 03/10/2021 | Corporation: DELAWARE |
| WellSky Human & Social Services Corporation | | 03/10/2021 | Corporation: DELAWARE |
| Consolo Services Group, Inc. | | 03/10/2021 | Corporation: DELAWARE |
| WellSky HCS, LLC | | 03/10/2021 | Limited Liability Company: DELAWARE |
| ClearCare, Inc. | | 03/10/2021 | Corporation: DELAWARE |
| Careport Health, LLC | | 03/10/2021 | Limited Liability Company: NORTH CAROLINA |

RECEIVING PARTY DATA

| | |
|------------------------|--|
| Name: | Bank of America, N.A., as Collateral Agen |
| Street Address: | Gateway Village-900 Building, NC1-026-06-09 (MacLegal), 900 W Trade St |
| City: | Charlotte |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 28255 |
| Entity Type: | Bank: NORTH CAROLINA |

PROPERTY NUMBERS Total: 67

| Property Type | Number | Word Mark |
|-----------------------------|---------|------------------|
| Registration Number: | 3255147 | COMMUNITYPOINT |
| Registration Number: | 3378559 | SERVICEPOINT |
| Registration Number: | 3359610 | SERVICEPOÎNT |
| Registration Number: | 4165300 | S SPERO SOFTWARE |
| Registration Number: | 2660405 | HEMOCARE |
| Registration Number: | 2395330 | MESTAMED |
| Registration Number: | 3922801 | |
| Registration Number: | 2426518 | WORX |
| Registration Number: | 4872876 | BLOODSAFE |
| Registration Number: | 4765620 | CARETEND |
| Registration Number: | 2387330 | HEMOCARE |

TRADEMARK

| Property Type | Number | Word Mark |
|----------------------|---------|--|
| Registration Number: | 4585330 | HEMOCARE 360° |
| Registration Number: | 2091578 | LIFETRAK |
| Registration Number: | 4192840 | MEDIMAR |
| Registration Number: | 3978177 | MEDIWARE |
| Registration Number: | 4967177 | TRANSTEM |
| Registration Number: | 2426523 | WORX |
| Registration Number: | 2112695 | WORX |
| Registration Number: | 3739607 | MEDILINKS |
| Registration Number: | 2764324 | MEDILINKS |
| Registration Number: | 5241022 | BLOOD MANAGEMENT EXCHANGE |
| Registration Number: | 5241029 | BLOOD MANAGEMENT UNIVERSITY |
| Registration Number: | 4453899 | VISITVERIFY |
| Registration Number: | 3133504 | HARMONY |
| Registration Number: | 2982769 | HARMONY |
| Registration Number: | 4453900 | |
| Registration Number: | 4453903 | VISITVERIFY |
| Registration Number: | 4654627 | ADL |
| Registration Number: | 4675464 | EASY MEETS POWERFUL |
| Registration Number: | 4684810 | KINNSER |
| Registration Number: | 4684880 | KINNSER ADL |
| Registration Number: | 4746605 | THE COMPLETE HOME HEALTH SOFTWARE SOLUTI |
| Registration Number: | 4746604 | PROOF OF CARE AT POINT OF CARE |
| Registration Number: | 4824962 | THE CLINICIAN'S CHOICE |
| Registration Number: | 4854274 | KINNSER LINK |
| Registration Number: | 4988343 | PPS PLUS |
| Registration Number: | 4988345 | OASIS ANALYSIS PLUS |
| Registration Number: | 2963272 | VISITRACK |
| Registration Number: | 5011431 | KINNSER SOFTWARE |
| Registration Number: | 5011429 | KINNSER AGENCY MANAGER |
| Registration Number: | 5011430 | KINNSER THERAPY MANAGER |
| Registration Number: | 5016412 | BENCHMARKS PLUS |
| Registration Number: | 5053984 | KINNSER BUSINESS INSIGHTS |
| Registration Number: | 5079788 | RISKPOINT |
| Registration Number: | 5079789 | KINNSER RISKPOINT |
| Registration Number: | 5189517 | PHYSICIAN ACCESS |
| Registration Number: | 5189518 | KINNSER PHYSICIAN ACCESS |
| Registration Number: | 5771191 | WELLSKY |
| Registration Number: | 5044710 | CONSOLO |

| Property Type | Number | Word Mark |
|----------------------|----------|--|
| Registration Number: | 5044708 | |
| Registration Number: | 4971876 | CONSOLO |
| Registration Number: | 4904164 | CAREGUARD |
| Registration Number: | 4095610 | CLEARCARE |
| Registration Number: | 5966422 | CONNECTING HOME CARE TO HEALTHCARE |
| Registration Number: | 4602047 | FAMILY ROOM |
| Registration Number: | 6257832 | COORDINATING PERSONAL CARE AND HOME HEAL |
| Registration Number: | 4724186 | SCHEDULE GENIE |
| Registration Number: | 2638950 | PAT/STAT NATIONAL DATABASE & PATIENT |
| Registration Number: | 3361999 | OASIS WALK |
| Registration Number: | 3065790 | FAZZI |
| Registration Number: | 3125223 | HOMECARE EXECUTIVE HOME CARE TRENDS AND |
| Registration Number: | 3849133 | OASIS COMPETENCY INSTITUTE |
| Registration Number: | 4110522 | THE CODING ACADEMY |
| Registration Number: | 4809755 | FAZZI SUPERVISIONPLUS |
| Registration Number: | 5314002 | NATIONAL STATE OF THE INDUSTRY REPORT FO |
| Serial Number: | 87941633 | WELLSKY SOLUTIONS |
| Serial Number: | 87941624 | WELLSKY HEALTH |

CORRESPONDENCE DATA

Fax Number:

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: 800-494-5225

Email: ipteam@cogencyglobal.com

Correspondent Name: Stewart Walsh

Address Line 1: 1025 Vermont Ave NW, Suite 1130

Address Line 2: COGENCY GLOBAL Inc.

Address Line 4: Washington, D.C. 20005

| | |
|--------------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 1340940 TM IPSA |
| NAME OF SUBMITTER: | Sonya Jackman |
| SIGNATURE: | /Sonya Jackman/ |
| DATE SIGNED: | 03/16/2021 |

Total Attachments: 13

source=#94316668v1 - (WellSky (TPG) - 1L Trademark Security Agreement (Executed))#page3.tif

source=#94316668v1 - (WellSky (TPG) - 1L Trademark Security Agreement (Executed))#page4.tif

source=#94316668v1 - (WellSky (TPG) - 1L Trademark Security Agreement (Executed))#page5.tif

source=#94316668v1 - (WellSky (TPG) - 1L Trademark Security Agreement (Executed))#page6.tif

source=#94316668v1 - (WellSky (TPG) - 1L Trademark Security Agreement (Executed))#page7.tif

source=#94316668v1 - (WellSky (TPG) - 1L Trademark Security Agreement (Executed))#page8.tif

source=#94316668v1 - (WellSky (TPG) - 1L Trademark Security Agreement (Executed))#page9.tif
source=#94316668v1 - (WellSky (TPG) - 1L Trademark Security Agreement (Executed))#page10.tif
source=#94316668v1 - (WellSky (TPG) - 1L Trademark Security Agreement (Executed))#page11.tif
source=#94316668v1 - (WellSky (TPG) - 1L Trademark Security Agreement (Executed))#page12.tif
source=#94316668v1 - (WellSky (TPG) - 1L Trademark Security Agreement (Executed))#page13.tif
source=#94316668v1 - (WellSky (TPG) - 1L Trademark Security Agreement (Executed))#page14.tif
source=#94316668v1 - (WellSky (TPG) - 1L Trademark Security Agreement (Executed))#page15.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of March 10, 2021 by and among WellSky Corporation, a New York corporation, WellSky Home Health & Hospice Corporation, a Delaware corporation, WellSky Human & Social Services Corporation, a Delaware corporation, Consolo Services Group, Inc., a Delaware corporation, WellSky HCS, LLC, a Delaware limited liability company, ClearCare, Inc., a Delaware corporation and Careport Health, LLC, a North Carolina limited liability company (each, a “Grantor” and collectively, the “Grantors”) and Bank of America, N.A., in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

PRELIMINARY STATEMENTS

WHEREAS, each Grantor is party to that certain First Lien Pledge and Security Agreement, dated as of March 10, 2021 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which each Grantor granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by such Grantor and pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for itself and the ratable benefit of the Secured Parties a continuing lien on and security interest in and to all of its right, title and interest in, to and under (a) all Trademarks owned by or exclusively licensed to such Grantor, including but not limited to the Trademarks listed on Schedule I attached hereto; (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement, dilution or violation of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Trademark Collateral”). Notwithstanding the foregoing or anything herein to the contrary, in no event shall the “Trademark Collateral” include, or the security interests attach to, any Excluded Asset.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a

broader security interest in the Trademark Collateral than what is granted by each Grantor to the Collateral Agent in the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

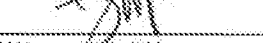
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words “delivery,” “execution,” “execute,” “signed,” “signature,” and words of like import in or related to any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent, or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

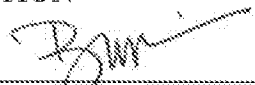
[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

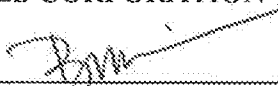
WELLSKY CORPORATION

By: 
Name: William J. Miller
Title: President and Chief Executive Officer, Chairman


WELLSKY HOME HEALTH & HOSPICE CORPORATION

By: 
Name: William J. Miller
Title: President

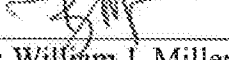
WELLSKY HUMAN & SOCIAL SERVICES CORPORATION

By: 
Name: William J. Miller
Title: President

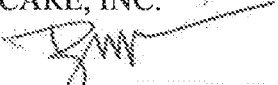
CONSOLO SERVICES GROUP, INC.

By: 
Name: William J. Miller
Title: President

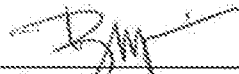
WELLSKY HCS, LLC

By: 
Name: William J. Miller
Title: President

CLEARCARE, INC.

By: 
Name: William J. Miller
Title: President

CAREPORT HEALTH, LLC

By:  _____

Name: William E. Miller

Title: President and Chief Executive
Officer, Chairman

WELLSKY FINANCIAL SERVICES, LLC

By: 
Name: William J. Miller
Title: President

Accepted and Agreed:

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

A handwritten signature in cursive script, appearing to read "Bridgett J. Manduk Mowry". The signature is rendered in a light, dotted or halftone style.

By: _____
Name: Bridgett J. Manduk Mowry
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

| Owner/Grantor | Trademark Description | Registration, Application Number | Jurisdiction | Registration Date |
|---------------------|--|----------------------------------|--------------|-------------------|
| WellSky Corporation | COMMUNITYPOINT | 3255147 | U.S. | June 26, 2007 |
| WellSky Corporation | SERVICEPOINT | 3378559 | U.S. | February 5, 2008 |
| WellSky Corporation | SERVICEPOINT | 3359610 | U.S. | December 25, 2007 |
| WellSky Corporation |  SPERO | 4165300 | U.S. | June 26, 2012 |
| WellSky Corporation | HEMOCARENET | 2660405 | U.S. | December 10, 2002 |
| WellSky Corporation | MESTAMED | 2395330 | U.S. | October 17, 2000 |
| WellSky Corporation |  | 3922801 | U.S. | February 22, 2011 |
| WellSky Corporation |  | 2426518 | U.S. | February 6, 2001 |

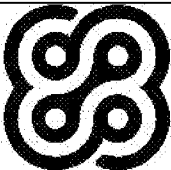
| Owner/Grantor | Trademark Description | Registration, Application Number | Jurisdiction | Registration Date |
|---------------------|---------------------------|----------------------------------|--------------|--------------------|
| WellSky Corporation | BLOODSAFE | 4872876 | U.S. | December 22, 2015 |
| WellSky Corporation | CARETEND | 4765620 | U.S. | June 30, 2015 |
| WellSky Corporation | HEMOCARE | 2387330 | U.S. | September 19, 2000 |
| WellSky Corporation | HEMOCARE 360° | 4585330 | U.S. | August 12, 2014 |
| WellSky Corporation | LIFETRAK | 2091578 | U.S. | August 26, 1997 |
| WellSky Corporation | MEDIMAR | 4192840 | U.S. | August 21, 2012 |
| WellSky Corporation | MEDIWARE | 3978177 | U.S. | June 14, 2011 |
| WellSky Corporation | TRANSTEM | 4967177 | U.S. | May 31, 2016 |
| WellSky Corporation | WORX | 2426523 | U.S. | February 6, 2001 |
| WellSky Corporation | WORX | 2112695 | U.S. | November 11, 1997 |
| WellSky Corporation | MEDILINKS | 3739607 | U.S. | January 19, 2010 |
| WellSky Corporation | MEDILINKS | 2764324 | U.S. | September 16, 2003 |
| WellSky Corporation | BLOOD MANAGEMENT EXCHANGE | 5241022 | U.S. | July 11, 2017 |
| WellSky | BLOOD MANAGEMENT | 5241029 | U.S. | July 11, 2017 |

| Owner/Grantor | Trademark Description | Registration, Application Number | Jurisdiction | Registration Date |
|---|---|----------------------------------|--------------|-------------------|
| Corporation | UNIVERSITY | | | |
| WellSky Home Health & Hospice Corporation | VisitVerify | 4453899 | U.S. | December 24, 2013 |
| WellSky Human & Social Services Corporation | HARMONY | 3133504 | U.S. | August 22, 2006 |
| WellSky Human & Social Services Corporation | HARMONY | 2982769 | U.S. | August 9, 2005 |
| WellSky Home Health & Hospice Corporation |  | 4453900 | U.S. | December 24, 2013 |
| WellSky Home Health & Hospice Corporation | VisitVerify | 4453903 | U.S. | December 24, 2013 |
| WellSky Home Health & Hospice Corporation | ADL | 4654627 | U.S. | December 9, 2014 |
| WellSky Home Health & Hospice Corporation | EASY MEETS POWERFUL. | 4675464 | U.S. | January 20, 2015 |
| WellSky Home Health & Hospice Corporation | KINNSER | 4684810 | U.S. | February 10, 2015 |
| WellSky Home Health & Hospice Corporation | KINNSER ADL | 4684880 | U.S. | February 10, 2015 |
| WellSky Home Health & Hospice Corporation | THE COMPLETE HOME HEALTH SOFTWARE SOLUTION | 4746605 | U.S. | June 2, 2015 |

| Owner/Grantor | Trademark Description | Registration, Application Number | Jurisdiction | Registration Date |
|---|--------------------------------|----------------------------------|--------------|-------------------|
| WellSky Home Health & Hospice Corporation | PROOF OF CARE AT POINT OF CARE | 4746604 | U.S. | June 2, 2015 |
| WellSky Home Health & Hospice Corporation | THE CLINICIAN'S CHOICE | 4824962 | U.S. | October 6, 2015 |
| WellSky Home Health & Hospice Corporation | KINNSER LINK | 4854274 | U.S. | November 17, 2015 |
| WellSky Home Health & Hospice Corporation | PPS PLUS | 4988343 | U.S. | June 28, 2016 |
| WellSky Home Health & Hospice Corporation | OASIS ANALYSIS PLUS | 4988345 | U.S. | June 28, 2016 |
| WellSky Home Health & Hospice Corporation | VisiTrack | 2963272 | U.S. | June 21, 2005 |
| WellSky Home Health & Hospice Corporation | KINNSER SOFTWARE | 5011431 | U.S. | August 2, 2016 |
| WellSky Home Health & Hospice Corporation | KINNSER AGENCY MANAGER | 5011429 | U.S. | August 2, 2016 |
| WellSky Home Health & Hospice Corporation | KINNSER THERAPY MANAGER | 5011430 | U.S. | August 2, 2016 |
| WellSky Home Health & Hospice Corporation | BENCHMARKS PLUS | 5016412 | U.S. | August 9, 2016 |

93527714_3

#94274952v4

| Owner/Grantor | Trademark Description | Registration, Application Number | Jurisdiction | Registration Date |
|---|---|----------------------------------|--------------|-----------------------------------|
| WellSky Home Health & Hospice Corporation | KINNSER BUSINESS INSIGHTS | 5053984 | U.S. | October 4, 2016 |
| WellSky Home Health & Hospice Corporation | RISKPOINT | 5079788 | U.S. | November 8, 2016 |
| WellSky Home Health & Hospice Corporation | KINNSER RISKPOINT | 5079789 | U.S. | November 8, 2016 |
| WellSky Home Health & Hospice Corporation | PHYSICIAN ACCESS | 5189517 | U.S. | April 25, 2017 |
| WellSky Home Health & Hospice Corporation | KINNSER PHYSICIAN ACCESS | 5189518 | U.S. | April 25, 2017 |
| WellSky Corporation | WELLSKY SOLUTIONS | 87941633 | U.S. | N/A (Filing Date is May 30, 2018) |
| WellSky Corporation | WELLSKY HEALTH | 87941624 | U.S. | N/A (Filing Date is May 30, 2018) |
| WellSky Corporation | WELLSKY | 5771191 | U.S. | June 4, 2019 |
| Consolo Services Group, Inc. | CONSOLO | 5044710 | U.S. | September 20, 2016 |
| Consolo Services Group, Inc. |  | 5044708 | U.S. | September 20, 2016 |

| Owner/Grantor | Trademark Description | Registration, Application Number | Jurisdiction | Registration Date |
|---------------------------------|---|----------------------------------|--------------|-------------------|
| Consolo Services Group, Inc. | Consolo | 4971876 | U.S. | June 7, 2016 |
| ClearCare, Inc. | CareGuard | 4904164 | U.S. | February 23, 2016 |
| ClearCare, Inc. | ClearCare | 4095610 | U.S. | February 7, 2012 |
| ClearCare, Inc. | CONNECTING HOME CARE TO HEALTHCARE | 5966422 | U.S. | January 21, 2020 |
| ClearCare, Inc. | FAMILY ROOM | 4602047 | U.S. | September 9, 2014 |
| ClearCare, Inc. | COORDINATING PERSONAL CARE AND HOME HEALTH AT SCALE | 6257832 | U.S. | January 26, 2021 |
| ClearCare, Inc. | SCHEDULE GENIE | 4724186 | U.S. | April 21, 2015 |
| WellSky Financial Services, LLC | PAT/STAT NATIONAL DATABASE & PATIENT | 2638950 | U.S. | October 22, 2002 |
| WellSky Financial Services, LLC | OASIS WALK | 3361999 | U.S. | January 1, 2008 |
| WellSky Financial Services, LLC | FAZZI | 3065790 | U.S. | March 7, 2006 |
| WellSky Financial Services, LLC | HEMOCARE EXECUTIVE HOME CARE TRENDS AND | 3125223 | U.S. | August 1, 2006 |

93527714_3

#94274952v4

| Owner/Grantor | Trademark Description | Registration, Application Number | Jurisdiction | Registration Date |
|---------------------------------|---|----------------------------------|--------------|--------------------|
| | STRATEGIES FOR IMPROVEMENT | | | |
| WellSky Financial Services, LLC | OASIS COMPETENCY INSTITUTE | 3849133 | U.S. | September 14, 2010 |
| WellSky Financial Services, LLC | THE CODING ACADEMY | 4110522 | U.S. | March 6, 2012 |
| WellSky Financial Services, LLC | FAZZI SUPERVISIONPLUS | 4809755 | U.S. | September 8, 2015 |
| WellSky Financial Services, LLC | NATIONAL STATE OF THE INDUSTRY REPORT FOR HOME HEALTH AND HOSPICE | 5314002 | U.S. | October 17, 2017 |

93527714_3

#94274952v4