

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM634901

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|---|---|--|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| GRISWOLD INTERNATIONAL, LLC | | 03/08/2021 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | STERLING NATIONAL BANK | | |
| Street Address: | 500 SEVENTH AVENUE | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10018 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 10 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 88003921 | HOMECARE ACADEMY | |
| Serial Number: | 88359190 | | |
| Serial Number: | 88359207 | GRISWOLD HOME CARE | |
| Serial Number: | 88359209 | GRISWOLD | |
| Serial Number: | 75869149 | GRISWOLD SPECIAL CARE A TRADITION OF HOM | |
| Serial Number: | 77243009 | HOMECARE ACADEMY | |
| Serial Number: | 85556355 | GRISWOLD H O M E C A R E | |
| Serial Number: | 85136309 | ACCELACARE DRIVING EXCELLENCE. DELIVERIN | |
| Serial Number: | 87275154 | WE GIVE PEOPLE THE HELP THEY NEED TO LIV | |
| Serial Number: | 87275110 | DELIVERED WITH HEART | |
| 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> | | | |
| Email: | lvincent@mcguirewoods.com | | |
| Correspondent Name: | Stephanie A. Martinez | | |
| Address Line 1: | 800 East Canal Street | | |
| Address Line 4: | Richmond, VIRGINIA 23219 | | |

OP \$265.00 88003921

| | |
|---------------------------|----------------------|
| NAME OF SUBMITTER: | Stephanie Martinez |
| SIGNATURE: | /Stephanie Martinez/ |
| DATE SIGNED: | 03/26/2021 |

Total Attachments: 17

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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this “**Assignment**”), effective as of August 3, 2020, is made by and between SmileExpress LLC, a Virginia limited liability company (collectively, “**Assignor**”), and Smile Doctors, LLC, a Delaware limited liability company (“**Assignee**”).

WHEREAS, pursuant to that certain Asset Purchase and Contribution Agreement entered into among the parties thereto dated August 3, 2020 (the “**Purchase Agreement**”), the parties hereto agreed to execute and deliver this Assignment to evidence Assignor’s conveyance, transfer and assignment to Assignee of certain intellectual property of Assignor.

NOW THEREFORE, the parties hereto hereby agree as follows:

1. **Assignment.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, and Assignee hereby assumes, all of Assignor’s right, title and interest in and to the SMILES EXPRESS trademark, trade name and all other related logos, graphics and variations of any of the foregoing, including without limitation those trademark registrations identified and set forth on Schedule 1 attached hereto, and all common law rights associated with the foregoing, (ii) all issuances, extensions and renewals thereof, in each case whether arising under the laws of the United States, any other country, or any treaty regime (collectively, items (i) and (ii) are referred to herein as the “**Assigned Trademark Rights**”), together with the goodwill of the business connected with the use of, and symbolized by, the Assigned Trademark Rights. The preceding assignment further includes the right to any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any of the Assigned Trademark Rights as well as any and all claims and causes of action against third parties arising from or with respect to any of the Assigned Trademark Rights, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default throughout the world, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. **Recordation and Further Actions.** Assignor hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and similar governmental and registration authorities to record and register this Assignment upon request by Assignee. Following the date hereof, Assignor shall take such reasonable and necessary steps and actions, and provide such reasonable and necessary cooperation and assistance to Assignee and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, exhibits, assignments, or other documents, as

may be reasonably necessary to effect, evidence or perfect the assignment of the Assigned Trademark Rights to Assignee, or any assignee or successor thereto as contemplated by the Purchase Agreement and this Assignment.

3. **Successors and Assigns.** This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

4. **Third Party Beneficiaries.** Nothing in this Assignment is intended to or shall confer upon any person other than the parties hereto and their respective successors and assigns, any rights, benefits, or remedies of any nature whatsoever under or by reason of this Assignment or any transaction contemplated by this Assignment.

5. **Governing Law.** This Assignment and the rights and obligations of the parties hereto shall be governed by and shall be enforced and interpreted in accordance with the laws of the State of Delaware, without regard to conflicts of law doctrines.

6. **Terms of the Purchase Agreement.** The terms of the Purchase Agreement, including, but not limited to, Assignor's representations, warranties, covenants, agreements and indemnities relating to the Purchased Assets (as defined in the Purchase Agreement), are incorporated herein by reference. Assignor's and Assignee acknowledge and agree that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded hereby, but shall remain in full force and effect to the extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms and provisions of the Purchase Agreement shall govern.

7. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Copies (facsimile or original) of signatures to this Assignment shall be deemed to be originals and shall be binding to the same extent as original signatures.

[signatures contained on following page]

IN WITNESS WHEREOF, Assignor and Assignee have duly executed and delivered this Trademark Assignment Agreement as of the date first written above.

ASSIGNOR:

SmileExpress LLC

a Virginia limited liability company

By: _____
Name: Zachary A. Casagrande, D.D.S.,
M.S.
Title: President

ASSIGNEE:

Smile Doctors LLC

a Delaware limited liability company

By: _____
Name: John Dolen Hedrick III
Title: CEO

Schedule 1

Trademarks:

| Trademark | Application Number | Filing Date | Registration Number | Registration Date | Registered Owner |
|------------------|---------------------------|--------------------|----------------------------|--------------------------|-------------------------|
| SMILE EXPRESS | 88265179 | January 17, 2019 | 6133078 | August 25, 2020 | SMILEEXPRESS LLC |

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) is dated as of March 8, 2021, and is by and between GRISWOLD INTERNATIONAL, LLC, a Delaware limited liability company (“**Debtor**”), and STERLING NATIONAL BANK, a national banking association (“**Sterling**”), as administrative agent and collateral agent for the Lender Group (as defined in the Loan Agreement (as defined below)) (Sterling, in such capacities, together with its successors and assigns in such capacities, the “**Administrative Agent**” or “**Agent**”).

Debtor, GRISWOLD INTERNATIONAL CARE OF NEW JERSEY LLC, a New Jersey limited liability company (“**GICNJ**”), GRISWOLD INVESTORS LLC, a Delaware limited liability company (“**Holdings**”), GRISWOLD HOME CARE HOLDINGS, INC., a Delaware corporation (“**GHCH**”), and Sterling in its capacities as the sole “**Lender**”, the “**Administrative Agent**”, and the “**Collateral Agent**” (each as defined in the Original Loan Agreement, as defined below) are party to that certain Loan and Security Agreement, dated as of May 4, 2017 (as amended, supplemented, or otherwise modified prior to the date hereof, the “**Original Loan Agreement**”), pursuant to which Sterling as such “**Administrative Agent**” and as such “**Lender**” made certain loans and other financial accommodations to Debtor and GICNJ;

In connection with and pursuant to the Original Loan Agreement, Debtor and Sterling, as “**Agent**”, as defined therein, entered into that certain Trademark Security Agreement dated as of May 4, 2017 (as amended, supplemented, or otherwise modified prior to the date hereof, the “**Original Trademark Security Agreement**”), which was recorded in the United States Patent and Trademark Office on May 8, 2017, at Reel 6052, Frame 0958;

Concurrently herewith, the parties hereto are entering into that certain Amended and Restated Loan and Security Agreement, dated as of even date herewith (as amended, restated, supplemented, or otherwise modified from time to time, the “**Loan Agreement**”), by and among Debtor, GICNJ, each Person joined thereto from time to time as a Borrower through the entering into of a joinder agreement pursuant to Section 8.11 thereof (together with Debtor and GICNJ, each a “**Borrower**”), Holdings, GHCH, each other Person party thereto from time to time as a Guarantor (together with Holdings and GHCH, each a “**Guarantor**”), the Lenders from time to time party thereto (together with their successors and permitted assigns in that capacity, and as further defined in Section 1.1 thereof, each a “**Lender**”), and Agent;

Debtor has granted a continuing security interest in and to, and a Lien on, all of the “**Trademark Collateral**” (as defined in Section 3) (a) to Sterling, as “**Administrative Agent**” for the benefit of the “**Lender Group**” (each as defined in the Original Loan Agreement), pursuant to the Original Loan Agreement and (b) to Agent for the benefit of the Lender Group pursuant to the Loan Agreement;

Debtor and Agent desire to amend in certain respects and restate in its entirety the Original Trademark Security Agreement as set forth herein;

This Agreement amends, restates, replaces, and supersedes (but shall not cause a novation of) the Original Trademark Security Agreement; and

NOW, THEREFORE, for valuable consideration hereby acknowledged, the parties hereby agree that the Original Trademark Security Agreement is hereby amended and restated to read in its entirety as set forth herein, and the parties further agree as follows:

1. **Definitions.**

(a) Unless otherwise specified in this Agreement, capitalized terms used but not defined in this Agreement have the meanings assigned to such terms in the Loan Agreement.

(b) All of the non-capitalized terms contained in this Agreement which are now or hereafter defined in the New York UCC will, unless the context expressly indicates otherwise, have the meanings provided for now or hereafter in the New York UCC, as such definitions may be enlarged or expanded from time to time by amendment or judicial decision.

(c) As used in this Agreement, “**Uniform Commercial Code**” means the Uniform Commercial Code as adopted in each applicable jurisdiction, as amended or superseded from time to time.

(d) As used in this Agreement, “**New York UCC**” means the Uniform Commercial Code, as adopted in New York, as amended or superseded from time to time.

2. **Reaffirmation of Lien; Grant of Security Interest; Secured Obligations.**

(a) Debtor hereby reaffirms the security interest in and to, and the Lien on, all of the “**Trademark Collateral**” (as defined in Section 3) granted (i) pursuant to the Original Loan Agreement by Debtor to Sterling, as “**Administrative Agent**” for the benefit of the “**Lender Group**” (each as defined therein) and (ii) pursuant to the Loan Agreement by Debtor to Agent for the benefit of the Lender Group.

(b) In consideration of the mutual agreements set forth herein and in the Loan Agreement, Debtor hereby grants to Agent, for the benefit of the Lender Group, a continuing Lien on and security interest in all of Debtor’s right, title, and interest in, to and under the “**Trademark Collateral**” (as defined in Section 3).

(c) The security interest and Lien granted pursuant to the Original Loan Agreement (and reaffirmed in the Original Trademark Security Agreement), the Loan Agreement, and this Agreement secure the full, prompt, and complete payment and performance of the Obligations.

3. **Trademark Collateral.**

(a) As used in this Agreement, “**Trademark Collateral**” means, collectively: (1) all of Debtor’s right, title and interest in and to all of its now owned or in the future owned or existing trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Agreement, of any Intent to Use Applications as defined below), including each mark, registration, and application listed on Schedule I attached hereto (which is hereby incorporated herein by reference and made a part hereof) (the property in this clause (1), each a “**Trademark**”); (2) all renewals of each of the Trademarks; (3) all income, royalties, damages and payments now and in the future due or payable under or with respect to any and all of the Trademarks, including damages and payments for past or future infringements of any and all of the Trademarks; (4) all

rights to sue for past, present and future infringements of any and all of the Trademarks; (5) all of Debtor's rights corresponding to each of the Trademarks throughout the world; (6) all rights of Debtor as licensor or licensee under, and with respect to, trademarks, service marks, trademark or service mark registrations, trade names, and trademark and service mark applications, including the licenses listed on Schedule I and the Trademark Licenses (as defined in Section 4) (Debtor's rights as licensor or licensee sometimes referred to in this Agreement collectively as "**Trademark License Rights**"); (7) the goodwill of Debtor's business connected with the use of, and symbolized by, any of the foregoing; and (8) all books, records, cash and non-cash proceeds of any and all of the foregoing.

(b) Notwithstanding anything to the contrary in this Agreement, (1) the Trademark Collateral shall not include any property excluded from the definition of "Collateral" in the Loan Agreement, in the manner, and to the extent, provided in Section 4.1(b) of the Loan Agreement; and (2) nothing in this Agreement is intended to be, or may be construed to be, an assignment of any "intent to use" trademark or service mark application for which a statement of use has not been filed ("**Intent to Use Applications**"), and any Intent to Use Applications are specifically excluded from the Trademark Collateral for purposes of this Agreement.

4. **Licenses.** Except for licenses attendant to products and services provided by Debtor in the ordinary course of business, Debtor expressly represents, warrants, covenants and agrees that Debtor shall not license, as licensor, any Trademark (any such license by Debtor, a "**Trademark License**") included in the Trademark Collateral without the prior written consent of Agent, which consent will not be unreasonably withheld by Agent so long as no Event of Default has occurred and is continuing (in which case Agent may withhold its consent in its sole discretion), and each such Trademark License so granted will be subject to the terms and conditions of this Agreement. The foregoing will not restrict the use of any Trademarks by any Franchisee pursuant to any Franchise Agreement.

5. **Representations and Warranties.** To induce the Agent and the Lenders to enter into the Loan Agreement and to continue to make Loans and other extensions of credit pursuant to the Loan Documents, Debtor represents and warrants to Agent that the following statements are true as of the date of this Agreement and as of the date that each representation and warranty set forth in the Loan Agreement is required or deemed to be made or remade pursuant thereto:

- (1) except for the Liens and security interest granted to Agent pursuant to the Loan Documents, and as set forth on Schedule I with respect to any Trademark License, Debtor is, and as to any property which at any time forms a part of the Trademark Collateral, will be, the sole legal and beneficial owner of the entire right, title and interest in and to each and every item of the Trademark Collateral, or otherwise has the right to grant a security interest in the Trademark Collateral, free and clear from any Lien or license (other than Permitted Liens or any license expressly permitted by this Agreement);
- (2) Debtor has full right to grant the Liens and security interests granted to Agent pursuant to the Loan Documents;
- (3) set forth on Schedule I is a complete and accurate list of all (A) Trademarks registered (or with respect to which applications are pending) with the United States Patent and Trademark Office owned by Debtor or in which Debtor has any rights and (B) Trademark License Rights;

- (4) except as otherwise set forth on Schedule I, (A) to Debtor's Knowledge, as of the Closing Date, each material Trademark is subsisting and has not been adjudged invalid, unregistrable, or unenforceable, in whole or in part; and (B) to Debtor's Knowledge, as of the Closing Date, each material Trademark is enforceable and valid. There have been no prior uses of any item of the Trademark Collateral, to Debtor's Knowledge, which would reasonably be expected to lead to such item becoming invalid or unenforceable, including to Debtor's Knowledge, prior unauthorized uses by third Persons and uses which were not supported by the goodwill of the business connected with such item;
- (5) Debtor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any of the Trademark Collateral except as disclosed on Schedule I or expressly permitted under Section 4;
- (6) Debtor has exercised commercially reasonable efforts to ensure that reasonable and proper statutory notice has been used in all respects in connection with the use of each material registered Trademark and service mark at all times on and after the date of the Original Trademark Security Agreement; and
- (7) to Debtor's Knowledge, except for the filing of financing statements, the registration of any unregistered Trademark Collateral in the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country), and the recording of this Agreement with the United States Patent and Trademark Office (or any similar office or agency in any other country or any political subdivision of that country), no authorization, consent, approval or other action by, and no notice to or filing or recording with, any governmental authority is currently or is reasonably expected to be required either (A) for the grant by Debtor of the applicable Liens and security interests granted to Agent pursuant to the Loan Documents or for the execution, delivery, or performance of this Agreement by Debtor, or (B) for the perfection of or the exercise by Agent of its rights or remedies under this Agreement.

6. **Debtor's Responsibilities and Agreements.** Until the Full Payment of all Obligations, the termination of all Commitments, and the termination of this Agreement:

(a) Debtor will furnish to Agent, upon Agent's reasonable request, a current list of the Trademark Collateral for the purpose of identifying the Trademark Collateral, including any licensing of Trademark Collateral, and all other information in connection with the Trademark Collateral as Agent may reasonably request, all in reasonable detail, and further execute and deliver such supplemental instruments, in the form of collateral assignments or otherwise, as Agent may reasonably require for the purpose of confirming and perfecting Agent's security interest in any or all of the Trademark Collateral.

(b) If Debtor obtains any Trademark License Right or any interest in any federally registered Trademark (or any application for a Trademark, other than an Intent to Use Application) that is not now identified in Schedule I, then Debtor will give prompt written notice to Agent and Schedule I will be automatically amended to include such Trademark License Rights and Trademarks. Debtor acknowledges and agrees that the provisions of this Agreement apply to all Trademark Collateral, whether now owned or existing or hereafter acquired or obtained, and regardless of whether such Trademark Collateral is identified in Schedule I.

(c) To the extent that Debtor determines in its reasonable discretion that it is in Debtor's best interest to do so, Debtor shall take all necessary steps in any proceeding before the United States Patent and Trademark Office or in any court to maintain each registered Trademark and to pursue each item of Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and the participation in opposition, interference and infringement proceedings or the foreign equivalents thereof. Any expenses incurred in connection with such activities shall be borne by Debtor. Except as otherwise expressly permitted by the Loan Agreement, Debtor shall not (1) abandon any registration of or any item of Trademark Collateral; (2) abandon any right to file an application for Trademark registration; or (3) abandon any pending application, registration, or Trademark, unless, in each case, Debtor determines in its reasonable discretion that the goodwill of the business connected with and symbolized by such application, registration, or Trademark is not material in the conduct of Debtor's business.

(d) Debtor shall notify Agent promptly in writing (1) of any information which Debtor has received which is reasonably expected to materially adversely affect the value of the Trademark Collateral or the rights of Agent with respect thereto; and (2) when Debtor has Knowledge (A) that any of the Trademark Collateral may become abandoned or dedicated; (B) of any adverse written determination by a court or other governmental authority (including the institution of any proceeding in the United States Patent and Trademark Office or any other U.S. or foreign court or tribunal of any kind) regarding any item of the Trademark Collateral; or (C) that Debtor is or could reasonably be expected to be in default of any of the Trademark License Rights.

(e) Debtor shall notify Agent promptly in writing if Debtor becomes aware that any item of the Trademark Collateral that is necessary or material to its business is infringed or misappropriated by any Person (an "**Infringement**"). Debtor shall, to the extent that Debtor determines in its discretion, exercised in a commercially reasonable manner, that it is in Debtor's best interest to do so, promptly sue for Infringement and for recovery of all damages caused by such Infringement, or take other commercially reasonable actions under the circumstances to protect the Trademark Collateral that is being infringed or misappropriated. Any expense incurred in connection with the foregoing activities will be borne by Debtor.

(f) Except as expressly permitted by this Agreement or as expressly permitted by the Loan Agreement, Debtor will not (1) sell, assign (by operation of law or otherwise), license (except in the ordinary course of business, including pursuant to Franchise Agreements) or otherwise dispose of any of the Trademark Collateral; (2) create or suffer to exist any Liens on, or with respect to, any of the Trademark Collateral except for any Permitted Liens; or (3) take any other action in connection with any of the items of Trademark Collateral that could be reasonably expected to materially impair the value of the interests or rights of Debtor or Agent in, to or under such Trademark Collateral. Debtor shall exercise commercially reasonable efforts to ensure that reasonable and proper statutory notice is used in connection with its use of each registered Trademark in its business.

(g) Subject to and in accordance with Section 12.5 of the Loan Agreement, (1) Debtor shall pay all reasonable and documented expenses and reasonable attorneys' fees incurred by Agent in the exercise (including enforcement) of any of Agent's rights or remedies under this Agreement or applicable law; and (2) all such expenses and attorneys' fees will constitute part of the Obligations and be secured by the Trademark Collateral and the other Collateral.

7. Power of Attorney.

(a) Debtor hereby makes, constitutes and appoints Agent (with full power of substitution) its true and lawful attorney in fact: (1) to execute and/or authenticate on Debtor's behalf, after Debtor's failure to so act after Agent's reasonable written request therefor, and/or file financing statements reflecting Agent's security interest in the Trademark Collateral; (2) to record the security interest in any and all Trademark Collateral in favor of Agent with the United States Patent and Trademark Office (and each other applicable governmental authority); (3) to execute and/or authenticate on its behalf, after Debtor's failure to so act after Agent's reasonable written request therefor, and/or file any other documents necessary or advisable to perfect or otherwise protect or maintain the security interest granted herein; and (4) upon the occurrence and continuation of an Event of Default: (A) to file any claims or take any action or institute any proceedings that Agent may deem necessary or desirable for the collection of any of the Trademark Collateral; (B) to assign of record in the United States Patent and Trademark Office (and each other applicable governmental authority) any and all of the Trademark Collateral in Agent's name (or the name of any nominee); or (C) otherwise to enforce the rights of Agent with respect to any of the Trademark Collateral.

(b) Debtor hereby specifically authorizes Agent as its true and lawful attorney in fact to act in accordance with Section 7(a).

(c) It is understood and agreed that the foregoing power of attorney will be deemed to be a power coupled with an interest which cannot be revoked until the Termination of this Agreement in accordance with Section 9(j) of this Agreement.

8. Default.

(a) Upon the occurrence and during the continuance of an Event of Default:

(i) Agent may resort to the rights and remedies available at law, in equity and under this Agreement and the other Loan Documents, including the rights and remedies of a secured party under the Uniform Commercial Code (whether or not the Uniform Commercial Code applies to the affected Trademark Collateral) including, without limitation: (A) causing the assignment of record in the United States Patent and Trademark Office of the Trademark Collateral in Agent's name or in the name of any nominee of Agent; (B) requiring Debtor to assemble all or any part of the documents embodying the Trademark Collateral as directed by Agent and make the documents available to Agent at a place to be designated by Agent; (C) licensing the Trademark Collateral or any part thereof, or assigning its rights to the Trademark License Rights to any Person, and otherwise exercising any and all rights and remedies of Agent under or in connection with the Trademark Licenses or otherwise in respect of the Trademark Collateral (and Agent is also hereby granted a non-exclusive, royalty-free license to use the Trademark Collateral in completing production of, advertising for sale, and selling any Trademark Collateral); and (D) selling the Trademark Collateral at public or private sale, and Debtor will be credited with the net proceeds of such sale, after Full Payment of the Obligations, only when they are actually received by Agent. Any requirement of reasonable notice of any disposition of the Trademark Collateral will be satisfied if such notice is sent to Debtor ten days prior to such disposition. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral following the occurrence and during the continuance of an Event of Default, (A) the goodwill of the business of Debtor connected

with and symbolized by any Trademark Collateral subject to such disposition will be included, and (B) Debtor shall supply to Agent or its designee Debtor's: (1) know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition, and (2) customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services.

(ii) Debtor shall, upon written request, assemble any records pertaining to the Trademark Collateral and make them available at a place reasonably designated by Agent.

(iii) Agent may, without notice to Debtor, apply for and have a receiver appointed under state or federal law by a court of competent jurisdiction in any action taken by Agent to enforce its rights and remedies under this Agreement and, as applicable, the other Loan Documents in order to manage, protect, preserve, and sell and otherwise dispose of all or any portion of the Trademark Collateral and/or continue the operation of the business of Debtor, and to collect all revenues and profits thereof and apply the same to the payment of all reasonable expenses and other charges of such receivership, including the compensation of the receiver, and to the payment of the Obligations until a sale or other disposition of such Trademark Collateral is finally made and consummated.

(b) No remedy set forth in this Agreement is exclusive of any other available remedy or remedies, but each is cumulative and in addition to every other remedy given under this Agreement, the other Loan Documents or now or hereafter existing at law or in equity or by statute. Agent may proceed to protect and enforce its rights by an action at law, in equity or by any other appropriate proceedings.

(c) Debtor acknowledges and agrees that Agent has no obligation to, and Debtor hereby waives to the fullest extent permitted by law any right that it may have to require Agent to, do any of the following: (1) prepare any of the Trademark Collateral for sale; (2) pursue any Person to collect any of the Obligations; or (3) exercise collection remedies against any Persons obligated on the Trademark Collateral. Agent's compliance with any applicable local, state or federal law requirements, in addition to those imposed by the Uniform Commercial Code in connection with a disposition of any or all of the Trademark Collateral will not be considered to adversely affect the commercial reasonableness of any disposition of any or all of the Trademark Collateral under the Uniform Commercial Code.

9. General Provisions.

(a) All rights and obligations of Agent will inure to the benefit of and bind Agent and its successors, assigns and affiliates and all rights and obligations of Debtor will inure to the benefit of and bind Debtor and the successors and assigns of Debtor.

(b) This Agreement and the other Loan Documents contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous understandings and agreements relating to the subject matter hereof, and no oral agreement whatsoever, whether made contemporaneously herewith or hereafter will amend, modify or otherwise affect the terms of this Agreement. This Agreement may be executed in multiple counterparts, each of which will be an original but all of which together shall constitute one and the same instrument. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so

signed: (1) may be relied on by each party as if the document were a manually signed original, and (2) will be binding on each party for all purposes.

(c) THIS AGREEMENT, AND ALL MATTERS ARISING OUT OF OR RELATING TO THIS AGREEMENT, SHALL, IN ACCORDANCE WITH SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK, BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ANY CONFLICTS OF LAWS PRINCIPLES THEREOF THAT WOULD CALL FOR THE APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION.

(d) If any provision of this Agreement is found invalid, illegal or unenforceable by a court of competent jurisdiction, the invalid, illegal or unenforceable term will be considered excluded from this Agreement and will not invalidate the remaining provisions of this Agreement.

(e) Debtor hereby irrevocably authorizes Agent to file and/or record with the United States Patent and Trademark Office a copy of this Agreement and any and all amendments and supplements hereto and any document which may be required by the United States Patent and Trademark Office. Debtor also hereby irrevocably authorizes Agent at any time and from time to time to file and/or record in any filing office in any jurisdiction any initial financing statements and amendments thereto that (1) describe the Trademark Collateral and (2) provide any other information required by Part 5 of Article 9 of the Uniform Commercial Code for the sufficiency or filing office acceptance of any financing statement or amendment, including whether Debtor is an organization, the type of organization and any organizational identification number issued to Debtor. Debtor hereby irrevocably authorizes Agent at any time and from time to time to correct or complete, or to cause to be corrected or completed, any financing statements, continuation statements or other such documents relating to the Trademark Collateral as have been filed naming Debtor as debtor and Agent as secured party. Agent is hereby authorized to give notice to any licensor or licensee of any Trademark Collateral or any other Person as may be necessary or advisable under applicable laws to evidence, protect, perfect, or enforce the security interest granted to Agent in the Trademark Collateral.

(f) Agent will have no duty of care with respect to the Trademark Collateral except that Agent shall exercise reasonable care with respect to the Trademark Collateral in Agent's custody. Agent will be deemed to have exercised reasonable care if (1) such property is accorded treatment substantially equal to that which Agent accords its own property or (2) Agent takes such action with respect to the Trademark Collateral as Debtor shall reasonably request in writing. Agent will not be deemed to have, and nothing in this Section 9(f) may be construed to deem that Agent has, failed to exercise reasonable care in the custody or preservation of Trademark Collateral in its possession merely because either (A) Agent failed to comply with any request of Debtor or (B) Agent failed to take steps to preserve rights against any Persons in such property. Debtor agrees that Agent has no obligation to take steps to preserve rights against any prior parties.

(g) The definition of any agreement, document or instrument includes all schedules, attachments and exhibits thereto and all renewals, extensions, supplements, modifications, restatements and amendments thereof but only to the extent such renewals, extensions, supplements, modifications, restatements or amendments thereof are not prohibited by the terms of any Loan Document. All schedules, exhibits or other attachments to this Agreement are incorporated into, and are made and form an integral part of, this Agreement for all purposes. As used in this Agreement, "hereunder," "herein," "hereto," "this

Agreement” and words of similar import refer to this entire document; “including” is used by way of illustration and not by way of limitation, unless the context clearly indicates the contrary; the singular includes the plural and conversely; and any action required to be taken by Debtor is to be taken promptly, unless the context clearly indicates the contrary. Whenever the sense of this Agreement so requires, the masculine or feminine gender will be substituted for, or be deemed to include, the neuter, the feminine gender will be substituted for the masculine, or the masculine will be deemed to include the feminine, and the neuter gender will be substituted for, or be deemed to include, the masculine or, as applicable, feminine gender. The description of the Trademark Collateral in this Agreement does not in any way limit the description of, or Agent’s Lien on, the “Collateral” as defined in the Loan Agreement, or Agent’s rights or remedies respecting the “Collateral.” Without limiting the generality of the foregoing, this Agreement is not in any way intended, nor may it be construed, to replace, impair or extinguish the creation, attachment, perfection or priority of the security interests and other Liens granted to, or held by, Agent under the Loan Agreement or any other Loan Documents, which security interests and other Liens, Debtor, by this Agreement, acknowledges, reaffirms and confirms to Agent.

(h) EACH OF THE PARTIES HERETO HEREBY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN THE EVENT OF ANY LITIGATION WITH RESPECT TO ANY MATTER RELATED TO THIS AGREEMENT, AND HEREBY IRREVOCABLY CONSENTS TO THE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN NEW YORK CITY, NEW YORK COUNTY, NEW YORK, IN CONNECTION WITH ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

(i) The remedies provided in this Agreement and the other Loan Documents are cumulative and not exclusive of any remedies provided by law. Exercise of one or more remedies by Agent does not require that all or any other remedies be exercised and does not preclude later exercise of the same remedy. No waiver by Agent will be effective unless it is in writing and then only to the extent specifically stated. Any consent to be provided by Agent under this Agreement from time to time must be in writing in order to be binding on Agent, but Agent will have no obligation to provide any consent requested by Debtor, and Agent may, for any reason in its discretion exercised in good faith, elect to withhold the requested consent. To be effective, except to the extent that this Agreement expressly provides for the automatic amendment of Schedule I or authorizes Agent to amend or otherwise modify this Agreement without need of Debtor’s signature, any amendment to this Agreement must be in writing and signed by each party hereto. If there is any conflict, ambiguity, or inconsistency, in Agent’s reasonable judgment, between the terms of this Agreement and any of the other Loan Documents (other than the Loan Agreement), and such conflict, ambiguity, or inconsistency is unintended and not rationally explainable (as determined by the Agent in its reasonable judgment exercised in good faith and based upon advice of counsel), then following written notice to Debtor accompanied by a reasonably detailed explanation, the applicable terms and provisions, in Agent’s reasonable judgment exercised in good faith, providing Agent with the greater rights, remedies, powers, privileges, or benefits will control. If there is any conflict, ambiguity, or inconsistency between the terms of this Agreement and the Loan Agreement, then the applicable terms and provisions of the Loan Agreement will control.

(j) This Agreement will terminate (“**Termination**”) on the Full Payment of all Obligations and the termination of all Commitments. Upon such Termination, Agent shall, promptly upon Debtor’s request and at Debtor’s expense, execute and deliver to Debtor a release of the Lien on the Trademark Collateral granted to Agent hereunder (or any similar instrument of re-conveyance prepared by

Agent) and deliver UCC termination statements (or amendments to UCC financing statements providing for the release of the Trademark Collateral) with respect to the Lien on the Trademark Collateral granted to Agent under this Agreement.

(k) All notices and other communications provided for under this Agreement must be given in accordance with Section 12.2 of the Loan Agreement.

10. **Effect of Amendment and Restatement.**

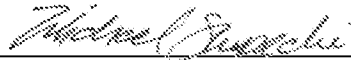
(a) Each party to this Agreement hereby agrees that upon the effectiveness of this Agreement, the terms and provisions of the Original Trademark Security Agreement shall be and hereby are amended and restated in their entirety by the terms and conditions of this Agreement, subject to Section 10(b) below.

(b) Notwithstanding the amendment and restatement of the Original Trademark Security Agreement by this Agreement, Debtor shall continue to be liable with respect to agreements under the Original Trademark Security Agreement to indemnify and hold harmless the Agents, the Lenders, the other members of the Lender Group, the Indemnified Parties, the Recipients, the Agent Indemnitees (each as defined in the Original Loan Agreement) and each other applicable Person or group of Persons to the extent provided in the Original Trademark Security Agreement. This Agreement is given as a substitution of the Original Trademark Security Agreement and is not intended to, nor shall it, constitute a novation of the Original Trademark Security Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

The parties are signing this Amended and Restated Trademark Security Agreement as of the date stated in the preamble.

GRISWOLD INTERNATIONAL, LLC,
as Debtor

By: 
Name: Michael Slupecki
Title: President and Chief Executive Officer

STERLING NATIONAL BANK,
as Agent

By: _____
Name: _____
Title: _____

The parties are signing this Amended and Restated Trademark Security Agreement as of the date stated in the preamble.

GRISWOLD INTERNATIONAL, LLC,
as Debtor

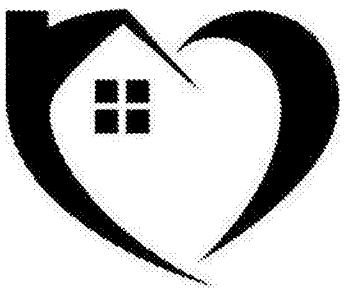
By: _____
Name:
Title:

STERLING NATIONAL BANK,
as Agent

By: 
Name: James Gelwicks
Title: Senior Managing Director

SCHEDULE I
TRADEMARKS AND LICENSES

Registered/Pending Trademarks:

| Mark | Serial No. | Filing Date | Reg. No. | Reg. Date |
|--|------------|-------------|-----------|------------|
| GRISWOLD SPECIAL CARE A TRADITION OF HOMECARE EXCELLENCE and Design | 75/869,149 | 12/11/1999 | 2,459,352 | 6/12/2001 |
| HOMECARE ACADEMY | 77/243,009 | 7/31/2007 | 3,459,844 | 7/1/2008 |
| GRISWOLD HOME CARE and Design | 85/556,355 | 2/29/2012 | 4,326,861 | 4/30/2013 |
| ACCELACARE DRIVING EXCELLENCE. DELIVERING CARE. and Design | 85/136,309 | 9/23/2010 | 4,268,703 | 1/1/2013 |
| WE GIVE PEOPLE THE HELP THEY NEED TO LIVE IN THE PLACE THEY LOVE | 87/275,154 | 12/20/2016 | 5,399,282 | 2/13/2018 |
| DELIVERED WITH HEART | 87/275,110 | 12/20/2016 | 5,399,281 | 2/13/2018 |
| HOMECARE ACADEMY | 88/003,921 | 6/18/2018 | 5,854,536 | 9/10/2019 |
|  | 88/359,190 | 3/27/2019 | 5,883,843 | 10/15/2019 |
| GRISWOLD HOME CARE | 88/359,207 | 3/27/2019 | 5,942,144 | 12/24/2019 |
| GRISWOLD | 88/359,209 | 3/27/2019 | 5,942,145 | 12/24/2019 |

Common-law Trade Names and Trademarks: None.

Trademark License Rights: None.