

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM635616

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HCAfranchise Corporation, Inc.		03/30/2021	Corporation: NEVADA

## RECEIVING PARTY DATA

<b>Name:</b>	Antares Capital LP, as Collateral Agent
<b>Street Address:</b>	500 West Monroe Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60661
<b>Entity Type:</b>	Limited Partnership: DELAWARE

## PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	4076495	HOME CARE ASSISTANCE 1-866-4-LIVEIN
Registration Number:	3304464	HOME CARE ASSISTANCE 1-866-4-LIVEIN
Registration Number:	5629630	HOME CARE ASSISTANCE
Registration Number:	6120764	HOME CARE ASSISTANCE
Registration Number:	6115232	HOME CARE ASSISTANCE
Registration Number:	6155456	HOME CARE ASSISTANCE
Registration Number:	6106136	BALANCED CARE METHOD
Registration Number:	6291414	HOME CARE ASSISTANCE
Registration Number:	6291415	HOME CARE ASSISTANCE
Serial Number:	90089600	HOME CARE ASSISTANCE

## 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: 312-577-8574

Email: humberto.aquino@katten.com

Correspondent Name: Humberto Aquino c/o Katten

Address Line 1: 525 W. Monroe St.

Address Line 4: Chicago, ILLINOIS 60661

CH \$265.00 4076495

<b>ATTORNEY DOCKET NUMBER:</b>	387132-00474
<b>NAME OF SUBMITTER:</b>	Humberto Aquino
<b>SIGNATURE:</b>	/Humberto Aquino/
<b>DATE SIGNED:</b>	03/30/2021
<b>Total Attachments: 6</b> source=HCA - TMSA#page1.tif source=HCA - TMSA#page2.tif source=HCA - TMSA#page3.tif source=HCA - TMSA#page4.tif source=HCA - TMSA#page5.tif source=HCA - TMSA#page6.tif	

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 30, 2021 (this "Trademark Security Agreement"), made by HCAfranchise Corporation, Inc., a Nevada corporation (the "Grantor"), in favor of ANTARES CAPITAL LP, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Credit Agreement, dated as of March 30, 2021 (as amended, restated, amended and restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, each Lender from time to time party thereto, ANTARES CAPITAL LP, as Administrative Agent and Collateral Agent, and the other parties thereto from time to time.

WHEREAS, the Grantor is party to a Security Agreement, dated as of March 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the "Security Interest") in, all of the Grantor's right, title or interest in or to any and all of the Owned Trademarks included in the Collateral (the "Trademark Collateral"), including those listed on Schedule I hereto, and all proceeds of, and all causes of action arising prior to or after the date hereof for infringement of or unfair competition with respect to, any of the Trademark Collateral and all goodwill associated with such Trademark Collateral, 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.

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 the Collateral Agent and the Grantor hereby acknowledge and affirm 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, the terms and provisions of which are incorporated by reference herein 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. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantor and its permitted successors and permitted assigns.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable government officer record this Trademark Security Agreement.

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

SECTION 7. Termination. Upon the termination of the Security Agreement in accordance with its terms and written request of the Grantor, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

[Signature Page Follows]

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.

**HCAFRANCHISE CORPORATION,**  
as Grantor

By:   
Name: Michael Schantz  
Title: Chief Financial Officer

Accepted and Agreed:

**ANTARES CAPITAL LP,**  
as Collateral Agent

By: Adam Chalmers  
Name: Adam Chalmers  
Title: Duly Authorized Signatory

*[Signature Page to Trademark Security Agreement]*

**TRADEMARK**  
**REEL: 007237 FRAME: 0920**

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**UNITED STATES TRADEMARKS:**

<b>Trademark / Design</b>	<b>Jurisdiction</b>	<b>Application Number</b>	<b>Reg. Number</b>	<b>Filing Date</b>	<b>Reg. Date</b>	<b>Status</b>	<b>Owner</b>
HOME CARE ASSISTANCE 1-866-4-LIVEIN and Design 	U.S. Federal	85297408	4076495	18-APR-2011	27-DEC-2011	Registered	HCAfranchise Corporation
HOME CARE ASSISTANCE 1-866-4-LIVEIN	U.S. Federal	78844604	3304464	23-MAR-2006	02-OCT-2007	Registered (Renewed)	HCAfranchise Corporation
HOME CARE ASSISTANCE	U.S. Federal	87132500	5629630	9-AUG-2016	11-DEC-2018	Registered (Supplemental Register)	HCAfranchise Corporation
HOME CARE ASSISTANCE and Design 	U.S. Federal	87975996	6120764	29-NOV-2016	4-AUG-2020	Registered	HCAfranchise Corporation
HOME CARE ASSISTANCE and Design 	U.S. Federal	87975997	6115232	29-NOV-2016	28-JULY-2020	Registered	HCAfranchise Corporation
HOME CARE ASSISTANCE and Design 	U.S. Federal	87250688	6155456	29-NOV-2016	15-SEP-2020	Registered	HCAfranchise Corporation
BALANCED CARE METHOD	U.S. Federal	88721549	6106136	10-Dec-2019	21-Jul-2020	Registered	HCAfranchise Corporation
HOME CARE ASSISTANCE & LOGO (Cl. 35)	U.S. Federal	90089596	6291414	03-Aug-2020	09-Mar-2021	Registered	HCAfranchise Corporation
HOME CARE ASSISTANCE & LOGO (Cl. 41)	U.S. Federal	90089600		03-Aug-2020		Pending	HCAfranchise Corporation

<b>Trademark / Design</b>	<b>Jurisdiction</b>	<b>Application Number</b>	<b>Reg. Number</b>	<b>Filing Date</b>	<b>Reg. Date</b>	<b>Status</b>	<b>Owner</b>
HOME CARE ASSISTANCE & LOGO (Cl. 45)	U.S. Federal	90089603	6291415	03-Aug-2020	09-Mar-2021	Registered	HCAfranchise Corporation