

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM639506

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Antares Capital LP, as Agent		03/30/2021	Limited Partnership: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HCAfranchise Corporation Inc.		
<b>Street Address:</b>	221 Main Street, Suite 520		
<b>City:</b>	San Francisco		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94105		
<b>Entity Type:</b>	Corporation: NEVADA		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85297408	HOME CARE ASSISTANCE 1-866-4-LIVEIN	
<b>Serial Number:</b>	78844604	HOME CARE ASSISTANCE 1-866-4-LIVEIN	
<b>Serial Number:</b>	87132500	HOME CARE ASSISTANCE	
<b>Serial Number:</b>	87975996	HOME CARE ASSISTANCE	
<b>Serial Number:</b>	87975997	HOME CARE ASSISTANCE	
<b>Serial Number:</b>	87250688	HOME CARE ASSISTANCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>			
<b>Phone:</b>	312-577-8438		
<b>Email:</b>	raquel.haleem@katten.com		
<b>Correspondent Name:</b>	Raquel Haleem c/o Katten Muchin Rosenman		
<b>Address Line 1:</b>	525 West Monroe Street		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60661		
<b>NAME OF SUBMITTER:</b>	Raquel Haleem		
<b>SIGNATURE:</b>	/Raquel Haleem/		
<b>DATE SIGNED:</b>	04/15/2021		

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**Total Attachments: 3**

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**TRADEMARK RELEASE AND REASSIGNMENT**

THIS TRADEMARK RELEASE AND REASSIGNMENT is made as of March 30, 2021, by ANTARES CAPITAL LP, in its capacity as Agent (“Secured Party”). Capitalized terms used but not defined herein shall have the same meanings assigned to such terms in the Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, HCAfranchise Corporation Inc., a Nevada corporation (the “Grantor”) and Secured Party are parties to that certain Amended and Restated Trademark Security Agreement dated as of November 27, 2019 (the “Security Agreement”) pursuant to which Grantor granted a security interest to Secured Party in certain Trademarks and Trademark Collateral (as defined below) as security for certain obligations owing by Grantor to Secured Party, including the Trademarks set forth on Schedule 1 hereto;

WHEREAS, the Security Agreement was recorded by the Trademark Division of the United States Patent and Trademark Office on December 4, 2019 at Reel 6805 Frame 0200;

WHEREAS, Grantor has requested that Secured Party release its security interest in the Trademarks and Trademark Collateral and reassign any and all rights in the same to Grantor.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. Secured Party hereby releases its security interest in all of Grantor’s right, title and interest in and to the following (collectively the “Trademark Collateral”):

- (i) all of its Trademarks providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (iv) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

2. Secured Party hereby reassigns, grants and conveys to the Grantor, without any representation, recourse or undertaking by Secured Party, any and all of Secured Party’s right, title and interest in and to the Trademarks and the Trademark Collateral.


*[Signature Page Follows]*

IN WITNESS WHEREOF, Secured Party has caused this Trademark Release and Reassignment to be executed as of the day and year first above written.

**ANTARES CAPITAL LP**

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

**SCHEDULE 1**  
**TO**  
**TRADEMARK RELEASE AND REASSIGNMENT**

<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 (Renewed)	HCAfranchise Corporation
HOME CARE ASSISTANCE and Design	U.S. Federal	87975996	--	29-NOV-2016	--	Pending	HCAfranchise Corporation
HOME CARE ASSISTANCE and Design	U.S. Federal	87975997	--	29-NOV-2016	--	Pending	HCAfranchise Corporation
HOME CARE ASSISTANCE and Design	U.S. Federal	87250688	--	29-NOV-2016	--	Pending	HCAfranchise Corporation