

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM639904

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Res-Care, Inc.		04/16/2021	Corporation: KENTUCKY
Oncomed Specialty, LLC		04/16/2021	Limited Liability Company: DELAWARE
OP Pharmacy, LLC		04/16/2021	Limited Liability Company: DELAWARE
Community Hospice of Northern Nevada, LLC		04/16/2021	Limited Liability Company: NEVADA
Abode Home Health Arizona, LLC		04/16/2021	Limited Liability Company: DELAWARE
Grane Hospice Care, Inc.		04/16/2021	Corporation: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc.
Street Address:	1300 Thames St., 4th Fl.
Internal Address:	Thames St. Wharf
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21231
Entity Type:	Corporation: NEW YORK

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Serial Number:	86282316	GRANE HOSPICE CARE
Serial Number:	77898040	PAMPERED PATIENT
Serial Number:	86278436	GRANE HOME HEALTH CARE
Serial Number:	77380351	GRANE
Serial Number:	88923127	SCREEN, CLEAN AND 6 FEET IN-BETWEEN
Serial Number:	90321414	HARVEST GROVE PHARMACY
Serial Number:	90321376	HARVEST GROVE PHARMACY
Serial Number:	87389295	ONCO360 COMPASS
Serial Number:	90133623	CONNECT+
Serial Number:	86816310	WHAT ONE CAN DO.

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87151095	RX ACCUTRACK
Serial Number:	85495240	HOSPICE PHARMACY CENTER OF EXCELLENCE
Serial Number:	87065144	NEXT DAY VALET
Serial Number:	87065189	CONCIERGE PBM
Serial Number:	87065098	DIRECT EXPRESS
Serial Number:	87724523	ONECONNECTPOINT
Serial Number:	87890588	ONECONNECTPOINT
Serial Number:	78813193	ONEPOINT PATIENT CARE
Serial Number:	78753455	ONEPOINT PATIENT CARE

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	04/16/2021

Total Attachments: 7

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Agreement”), dated as of April 16, 2021, is made by each of the signatories listed on the signature pages hereto and each of the other entities that becomes a party hereto from time to time (each, a “Grantor” and collectively the “Grantors”), in favor of Morgan Stanley Senior Funding, Inc., as collateral agent (in such capacity, the “Agent”) for the benefit of the Secured Parties in connection with that certain First Lien Credit Agreement, dated as of March 5, 2019 (as amended by the Technical Amendment, dated May 13, 2019, as amended by the Joinder Agreement, dated as of September 30, 2019, as amended by that certain Amendment No. 1, dated as of January 30, 2020, as amended by that certain Joinder Agreement and Amendment No. 2, dated as of June 30, 2020, as amended by that certain Joinder Agreement and Amendment No. 3, dated as of October 7, 2020, as amended by that certain Amendment No. 4, dated as of April 8, 2021, as amended by that certain Joinder Agreement and Amendment No. 5, dated as of April 16, 2021 and as further amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Phoenix Intermediate Holdings Inc., a Delaware corporation (“Holdings”), Phoenix Guarantor Inc., a Delaware corporation (the “Borrower”), the several financial institutions from time to time parties thereto and Morgan Stanley Senior Funding, Inc., as the Administrative Agent and the Collateral Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower, the Swingline Lender has agreed to make Swingline Loans and the Letter of Credit Issuer has agreed to issue Letters of Credit for the account of Holdings, the Borrower and the Restricted Subsidiaries, all upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors have executed and delivered the First Lien Security Agreement, dated as of March 5, 2019 in favor of the Agent (together with all amendments, restatements, supplements and modifications, if any, from time to time thereafter made thereto, the “Security Agreement”);

WHEREAS, pursuant to the Security Agreement, the Grantors have granted to the Agent, for the benefit of the Secured Parties, a lien on and security interest in, all of its right, title and interest in, to and under certain Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, in consideration of the premises and to induce the Administrative Agent, the Collateral Agent, the Lenders, the Swingline Lender and the Letter of Credit Issuers to enter into the Credit Agreement, to induce the Lenders, the Swingline Lender and the Letter of Credit Issuers to make their respective Extensions of Credit under the Credit Agreement to Holdings, the Borrower and the Restricted Subsidiaries and to induce one or more Cash Management Banks or Hedge Banks to enter into Secured Cash Management Agreements or Secured Hedge Agreements, respectively, with the Borrower and/or its Restricted Subsidiaries, the Grantors hereby agree with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Grant of Security Interest. The Grantors hereby grant a lien on and security interest in all of the Grantors’ rights, titles and interests in, to and under the Trademarks owned by the Grantors that

are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the “Collateral”), to the Agent for the benefit of the Secured Parties as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise), in full of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of the Grantors’ “intent to use” such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantors do hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern. In the event of any conflict between the terms of this Agreement and the terms of the Credit Agreement or the Security Agreement, the terms of the Credit Agreement or Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

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

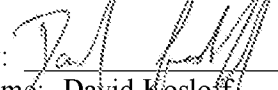
[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

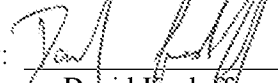
RES-CARE, INC.,
as a Grantor

By: 
Name: David Kosloff
Title: Chief Financial Officer, Treasurer and Secretary

ONCOMED SPECIALTY, LLC,
as a Grantor

By: 
Name: David Kosloff
Title: Chief Financial Officer, Treasurer and Secretary

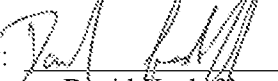
OP PHARMACY, LLC,
as a Grantor

By: 
Name: David Kosloff
Title: Chief Financial Officer, Treasurer and Secretary

COMMUNITY HOSPICE OF NORTHERN
NEVADA, LLC,
as a Grantor

By: 
Name: David Kosloff
Title: Chief Financial Officer, Treasurer and Secretary

ABODE HOME HEALTH ARIZONA, LLC,
as a Grantor

By: 
Name: David Kosloff
Title: Chief Financial Officer, Treasurer and Secretary

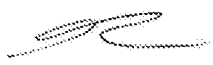
[Signature page to the Trademark Security Agreement]

GRANE HOSPICE CARE, INC.,
as a Grantor

By: 
Name: David Kosloff
Title: Chief Financial Officer, Treasurer and
Secretary

[Signature page to the Trademark Security Agreement]

MORGAN STANLEY SENIOR
FUNDING, INC.,
as the Collateral Agent

By:  _____

Name: Graham Robertson
Title: Authorized Signatory

SCHEDULE A

U.S. Trademark Registrations and Applications

Owner	Trademark	App. No.	Reg. No.	Status
Community Hospice of Northern Nevada, LLC	COMMUNITY KIDS CARE		E0027632017-9	Nevada State Trademark
Abode Home Health Arizona, LLC	PREMIER HOME HEALTH		620541	Arizona State Trademark
Grane Hospice Care, Inc.	GRANE HOSPICE CARE (and design)	86/282,316	4,691,250	Registered
Grane Hospice Care, Inc.	PAMPERED PATIENT	77/898,040	3,949,807	Registered
Grane Hospice Care, Inc.	GRANE HOME HEALTH CARE (and design)	86/278,436	4,691,234	Registered
Grane Hospice Care, Inc.	GRANE	77/380,351	3,745,112	Registered
Res-Care, Inc.	SCREEN, CLEAN AND 6 FEET IN-BETWEEN	88/923,127	N/A	Pending
Res-Care, Inc.	HARVEST GROVE PHARMACY (Plus Design)	90/321,414	N/A	Pending
Res-Care, Inc.	HARVEST GROVE PHARMACY	90/321,376	N/A	Pending
OncoMed Specialty, LLC	ONCO360 COMPASS	87/389,295	6,228,273	Registered
OP PHARMACY, LLC	CONNECT+	90/133,623	N/A	Pending
OP PHARMACY, LLC	WHAT ONE CAN DO.	86/816,310	5,016,456	Registered
OP PHARMACY, LLC	RX ACCUTRACK	87/151,095	5,124,477	Registered
OP PHARMACY, LLC	HOSPICE PHARMACY CENTER OF EXCELLENCE	85/495,240	4,466,950	Registered
OP PHARMACY, LLC	NEXT DAY VALET	87/065,144	5,402,436	Registered
OP PHARMACY, LLC	CONCIERGE PBM	87/065,189	5,402,437	Registered
OP PHARMACY, LLC	DIRECT EXPRESS	87/065,098	5,402,435	Registered
OP PHARMACY, LLC	ONECONNECTPOINT	87/724,523	5,534,266	Registered
OP PHARMACY, LLC	ONECONNECTPOINT	87/890,588	5,622,550	Registered
OP PHARMACY, LLC	CONCIERGE PBM	87/065,189	5,402,437	Registered
OP PHARMACY, LLC		78/813,193	3,205,566	Registered
OP PHARMACY, LLC	ONE POINT PATIENT CARE	78/753,455	3,171,126	Registered