

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM653649

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
GERAS, LLC		06/14/2021	Limited Liability Company: WASHINGTON
RECEIVING PARTY DATA			
Name:	First Horizon Bank, as Administrative Agent		
Street Address:	211 Franklin Road, Suite 300		
City:	Brentwood		
State/Country:	TENNESSEE		
Postal Code:	37027		
Entity Type:	Corporation: TENNESSEE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	88174743	HELPING YOU LIVE WELL YOUR WAY	
Serial Number:	88174592		
Serial Number:	76491668	FAMILY RESOURCE HOME CARE	
CORRESPONDENCE DATA			
Fax Number:	4044435599		
<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>			
Phone:	404-443-5647		
Email:	cfraser@mcguirewoods.com		
Correspondent Name:	Carol Fraser, Paralegal		
Address Line 1:	1230 Peachtree Street, Suite 2100		
Address Line 2:	McGuireWoods LLP		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	FRHC - 2073508.0017		
NAME OF SUBMITTER:	Carol Fraser		
SIGNATURE:	//Carol Fraser//		
DATE SIGNED:	06/14/2021		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 14, 2021, is made by Geras, LLC, a Washington limited liability company (the “Grantor”) in favor of First Horizon Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders (as defined in the Credit Agreement (as defined below)).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 14, 2021 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among GERAS HOME CARE, INC., a Delaware corporation (“Holdings”), GERAS, LLC, a Washington limited liability company (the “Borrower”), the other Loan Parties party thereto, the several banks and other financial institutions and lenders from time to time party thereto (the “Lenders”), and Administrative Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guarantee and Collateral Agreement of even date herewith in favor of the Administrative Agent (the “Guarantee and Collateral Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, the Grantor is party to the Guarantee and Collateral Agreement pursuant to which the Grantor is now required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Credit Agreement) of the Grantor, hereby collaterally assigns and grants to the Administrative Agent for the benefit of the Lenders, and grants to the Administrative Agent for the benefit of the Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those pending and registered Trademarks referred to on Schedule 1 hereto;
- (b) all renewals of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark;
- (d) 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.

Section 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

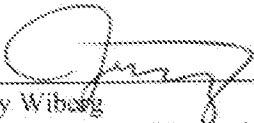
Section 5. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK) WITHOUT REFERENCE TO THE CONFLICTS OR CHOICE OF LAW PRINCIPLES THEREOF OTHER THAN SUCH SECTION 5-1401.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

Very truly yours,

GERAS, LLC, a Washington limited liability company,
as a Grantor

By: 
Name: Jeffrey Wiborg
Title: President and Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

FIRST HORIZON BANK, as Administrative Agent

By: Leslie Johnson

Name: Leslie Johnson

Title: Group Head – Healthcare Sponsor Finance

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks and Trademark Licenses

<i>OWNER</i>	<i>WORD MARK</i>	<i>SERIAL NUMBER</i>	<i>REGISTRATION NUMBER</i>	<i>REGISTRATION DATE</i>
GERAS, LLC	HELPING YOU LIVE WELL YOUR WAY	88174743	6019864	March 24, 2020
GERAS, LLC	DESIGN ONLY	88174592	6019863	March 24, 2020
GERAS, LLC	FAMILY RESOURCE HOME CARE	76491668	2820928	March 9, 2004

Exclusively Licensed Trademarks

None.