

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM666849

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Honor Technology, Inc.		08/06/2021	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Perceptive Credit Holdings III, LP		
<b>Street Address:</b>	51 Astor Place, 10th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10003		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4952600	HONOR	
<b>Registration Number:</b>	5499532	HONOR CARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4152687522		
<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>	415-268-6538		
<b>Email:</b>	kgalt@mofo.com		
<b>Correspondent Name:</b>	Jennifer Lee Taylor		
<b>Address Line 1:</b>	425 Market Street		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		
<b>ATTORNEY DOCKET NUMBER:</b>	72295.54		
<b>NAME OF SUBMITTER:</b>	Muzamil Huq		
<b>SIGNATURE:</b>	/mhuq/		
<b>DATE SIGNED:</b>	08/11/2021		
<b>Total Attachments: 8</b>			
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of August 6, 2021 (this “*Trademark Security Agreement*”), made by each of the signatories hereto (together with any other entity that may become a party hereto as provided herein, the “*Trademark Grantors*”), is in favor of Perceptive Credit Holdings III, LP, as administrative agent for the Secured Parties (in such capacity, together with its successors and assigns, the “*Administrative Agent*”).

### W I T N E S S E T H:

WHEREAS, the Trademark Grantors are party to a Security Agreement, dated as, August 6, 2021 (as amended or otherwise modified from time to time, the “*Security Agreement*”) in favor of the Administrative Agent, pursuant to which the Trademark Grantors are required to execute and deliver this Trademark Security Agreement (capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement);

WHEREAS, pursuant to the terms of the Security Agreement, each Trademark Grantor has created in favor of the Administrative Agent a security interest in, and the Administrative Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lender to enter into the Credit Agreement and to induce the Lender to make their respective extensions of credit to the Borrower thereunder, each Trademark Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “*Trademark Collateral*”), as collateral security for the complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all Secured Obligations:

(a) all Trademarks of such Trademark Grantor, including, without limitation, the registered and applied-for Trademarks of such Grantor listed on **Schedule 1** attached hereto (excluding any application for registration of a trademark filed on an intent-to-use (or equivalent) basis solely to the extent that the grant of a security interest in any such trademark application would materially adversely affect the validity or enforceability of such application or the resulting registration, or result in abandonment of application or cancellation of the resulting registration);

(b) to the extent not covered by **clause (a)**, all Proceeds of any of the foregoing;

(c) to the extent not covered by **clause (a)**, the goodwill of the businesses with which the Trademarks are associated; and

(d) to the extent not covered by **clause (a)**, all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks or unfair competition regarding the same.

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 Security Agreement, and the Trademark Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. 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 govern.

Each Trademark Grantor hereby authorizes and requests that the Commissioner of Patents and Trademarks record this Trademark Security Agreement.

**THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.**

This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed signature page of this Trademark Security Agreement by facsimile transmission or electronic transmission (in PDF format) shall be effective as delivery of a manually executed counterpart hereof.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, each Trademark Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first above written.

HONOR TECHNOLOGY, INC.

By: Seth J. Sternberg  
Name: Seth Sternberg  
Title: Chief Executive Officer

HOME INSTEAD, INC.

By \_\_\_\_\_  
Name: Jeff Huber  
Title: Chief Executive Officer

Address:  
Honor Technology, Inc.  
2151 Salvio St. #310  
Concord, CA 94520  
Attn: Seth Sternberg, Chief Executive Officer  
E-mail: seth@joinhonor.com

IN WITNESS WHEREOF, each Trademark Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first above written.

HONOR TECHNOLOGY, INC.

By: \_\_\_\_\_  
Name: Seth Sternberg  
Title: Chief Executive Officer

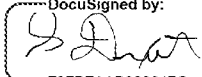
HOME INSTEAD, INC.

By Jeff Huber  
Name: Jeff Huber  
Title: Chief Executive Officer

Address:  
Honor Technology, Inc.  
2151 Salvio St. #310  
Concord, CA 94520  
Attn: Seth Sternberg, Chief Executive Officer  
E-mail: seth@joinhonor.com

Accepted and Agreed:  
PERCEPTIVE CREDIT HOLDINGS III, LP, as the Administrative Agent

By: PERCEPTIVE CREDIT OPPORTUNITIES GP, LLC, its general partner

DocuSigned by:  
  
By \_\_\_\_\_  
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Name: Sandeep Dixit  
Title: Chief Credit Officer

By \_\_\_\_\_  
Name: Sam Chawla  
Title: Portfolio Manager

Perceptive Credit Holdings III, LP  
c/o Perceptive Advisors LLC  
51 Astor Place, 10th Floor  
New York, NY 10003  
Attn: Sandeep Dixit  
Email: Sandeep@perceptivelife.com and  
PCOFReporting@perceptivelife.com

Accepted and Agreed:  
PERCEPTIVE CREDIT HOLDINGS III, LP, as the Administrative Agent

By: PERCEPTIVE CREDIT OPPORTUNITIES GP, LLC, its general partner

By \_\_\_\_\_

Name: Sandeep Dixit

Title: Chief Credit Officer

DocuSigned by:  
  
By \_\_\_\_\_  
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Name: Sam Chawla

Title: Portfolio Manager

Perceptive Credit Holdings III, LP  
c/o Perceptive Advisors LLC  
51 Astor Place, 10th Floor  
New York, NY 10003  
Attn: Sandeep Dixit  
Email: Sandeep@perceptivelife.com and  
PCOFReporting@perceptivelife.com



**TRADEMARKS**Trademark Registrations and ApplicationsHONOR TECHNOLOGY, INC.*UNITED STATES*

MARK	COUNTRY/STATE	FILE NO.	APP NO. APP DATE	REG NO. REG DATE	OWNER
HONOR	U.S.	HONOR.001T	86/527642 2/6/2015	4952600 5/3/2016	Honor Technology, Inc.
HONOR	California	HONOR.003SCA	12/10/2018	305413 12/12/2018	Honor Technology, Inc.
HONOR	Texas	HONOR.004STX	11/27/2018	803176488 11/28/2018	Honor Technology, Inc.
HONOR	New Mexico	HONOR.005SNM	12/11/2018	--	Honor Technology, Inc.
HONOR	California	HONOR.006SCA	12/10/2018	305411 12/12/2018	Honor Technology, Inc.
POWERED BY HONOR	U.S.	HONOR.007T	88/223071 12/10/2018	--	Honor Technology, Inc.
HONOR CARE	U.S.	HONOR.010T	87/597375 9/6/2017	5499532 6/19/2018	Honor Technology, Inc.

*FOREIGN*

MARK	COUNTRY	FILE NO.	APP NO. APP DATE	REG NO. REG DATE	OWNER
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HONOR	Int'l Registration -- Madrid Agreement / Protocol	HONOR.001WWO	1265869 8/6/2015	1265869 8/6/2015	Honor Technology, Inc.
POWERED BY HONOR	EU	HONOR.007WEM	18076183 6/3/2019	18076183 10/23/2019	Honor Technology, Inc.
POWERED BY HONOR	U.K.	HONOR.007WGB	UK00003403973 6/3/2019	UK00003403973 8/23/2019	Honor Technology, Inc.
POWERED BY HONOR	U.K.	HONOR.007WGB2	018076183 6/3/2019	UK00918076183 10/23/2019	Honor Technology, Inc.
HONOR	EU	HONOR.008WEM	18048844 4/8/2019	18048844 10/30/2019	Honor Technology, Inc.
HONOR	U.K.	HONOR.008WGB	UK00003389680 4/4/2019	UK00003389680 8/23/2019	Honor Technology, Inc.
HONOR	U.K.	HONOR.008WGB2	018048844 4/8/2019	UK00918048844 10/30/2019	Honor Technology, Inc.