

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM693988

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Comfort Care Home Health Services, LLC;		12/10/2021	Limited Liability Company: ALABAMA
Comfort Care Hospice, L.L.C.		12/10/2021	Limited Liability Company: ALABAMA
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	PLC: UNITED KINGDOM		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5221333	COMFORTCARE HOME HEALTH	
Registration Number:	5221285	COMFORTCARE HOSPICE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(916) 403-6135		
Email:	donna.grafton@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	555 Capitol Mall, Suite 1150		
Address Line 4:	Sacramento, CALIFORNIA 95814		
NAME OF SUBMITTER:	John Kline		
SIGNATURE:	/John Kline/		
DATE SIGNED:	12/10/2021		
Total Attachments: 8			
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FIRST LIEN GRANT OF
SECURITY INTEREST IN TRADEMARK

This FIRST LIEN GRANT OF SECURITY INTEREST IN TRADEMARK, dated as of December 10, 2021 (this "Agreement"), is made by Comfort Care Home Health Services, LLC, an Alabama limited liability company ("Comfort Care Health") and Comfort Care Hospice, L.L.C., an Alabama limited liability company ("Comfort Care Hospice", and together with Comfort Care Health, each a "Grantor", and collectively, the "Grantors"), in favor of the Collateral Agent for the benefit of the Secured Parties from time to time party to the First Lien Credit Agreement, dated as of March 16, 2017 (as amended by that certain Joinder Agreement and Amendment, dated as of July 1, 2018, Amendment No. 2 to First Lien Credit Agreement, dated as of March 19, 2020, Amendment No. 3 to First Lien Credit Agreement, dated as of April 1, 2020, Second Joinder Agreement and Fourth Amendment, dated as of September 21, 2020, Third Joinder Agreement and Fifth Amendment, dated as of March 11, 2021, Extension Amendment to First Lien Credit Agreement, dated as of July 15, 2021 and Seventh Amendment to First Lien Credit Agreement, dated as of August 9, 2021, and as the same may be further amended, restated, amended and restated, supplemented or otherwise modified, refinanced, extended, restructured or replaced from time to time, the "Credit Agreement"), among Aveanna Healthcare Intermediate Holdings LLC, a Delaware limited liability company, Aveanna Healthcare LLC, a Delaware limited liability company (as further defined in Section 1.1 of the Credit Agreement, the "Borrower"), the Lenders from time to time party thereto, Barclays Bank PLC, as the Administrative Agent, the Collateral Agent, a Letter of Credit Issuer, the Swingline Lender and a Lender, and the other parties party thereto.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make their respective loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries of the Borrower that become a party thereto, have executed and delivered a First Lien Security Agreement, dated as of March 16, 2017 in favor of the Collateral Agent (as the same may be amended, restated, amended and restated, supplemented, replaced, refinanced, extended, restructured or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each Grantor has pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders and the Letter of Credit Issuer to make their respective Extensions of Credit to Holdings, the Borrower and the Restricted Subsidiaries, as applicable, and to induce one or more Cash Management Banks, Bank Product Providers or Hedge Banks to enter into Secured Cash Management Agreements, Secured Bank Product Agreements or Secured Hedge Agreements, respectively, with Holdings, the Borrower and/or the Restricted Subsidiaries, each Grantor hereby agrees 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 or the Security Agreement, as applicable.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, Grantor hereby grants a security interest in all of its right, title and interest in, to and under the Trademarks, to the extent owned by Grantor (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 Collateral Agent for the benefit of the Secured Parties as collateral security for payment when due of the Obligations; provided that, applications in the United

States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "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 each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.4 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the Security Interest in the Trademarks of such Grantor under this Grant of security interest in Trademarks.

5. Acknowledgment. Each grantor does 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 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.


0. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to be originals and shall constitute one and the same instrument.

1. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW 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.

COMFORT CARE HOME HEALTH SERVICES, LLC,
as a Grantor

By: 
Name: H. Anthony Strange
Title: Chief Executive Officer and President

COMFORT CARE HOSPICE, L.L.C.,
as a Grantor

By: 
Name: H. Anthony Strange
Title: Chief Executive Officer and President

[Grant of Security Interest in Trademark]

Barclays Bank PLC,
as the Collateral Agent



By: _____
Name: Ronnie Glenn
Title: Director

[Grant of Security Interest in Trademark]