

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM721537

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Intellectual Property Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Madison Capital Funding LLC		04/01/2022	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Apogem Capital LLC, as Successor Agent		
<b>Street Address:</b>	227 West Monroe Street, Suite 5400		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2202376	HOME HELPERS	
<b>Registration Number:</b>	2356367	DIRECT LINK	
<b>Registration Number:</b>	3933329	CARING HEARTS	
<b>Registration Number:</b>	4028326	HOME HELPERS	
<b>Registration Number:</b>	4028631	HOME HELPERS	
<b>Registration Number:</b>	4105354	MAKING LIFE EASIER	
<b>Registration Number:</b>	4517783	TAKING CARE OF THE GREATEST GENERATION .	
<b>Registration Number:</b>	4619763	HOME HELPERS	
<b>Registration Number:</b>	5841478	EXCEPTIONAL CARE. EXCEPTIONAL CAREGIVERS	
<b>Registration Number:</b>	5896722	HOME HELPERS	
<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		

CH \$265.00 2202376

<b>NAME OF SUBMITTER:</b>	Raquel Haleem
<b>SIGNATURE:</b>	/Raquel Haleem/
<b>DATE SIGNED:</b>	04/15/2022
<b>Total Attachments: 4</b> source=Executed Assignment of Trademark Security Agreement (Home Helpers) 2022#page1.tif source=Executed Assignment of Trademark Security Agreement (Home Helpers) 2022#page2.tif source=Executed Assignment of Trademark Security Agreement (Home Helpers) 2022#page3.tif source=Executed Assignment of Trademark Security Agreement (Home Helpers) 2022#page4.tif	

**ASSIGNMENT OF  
TRADEMARK SECURITY AGREEMENT**

This **ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT** (this “**Assignment**”), dated as of April 1, 2022, is by **MADISON CAPITAL FUNDING LLC** (individually, “**MCF**”), acting in its capacity as the current and resigning administrative agent (in such capacity, the “**Retiring Agent**”) and Apogem Capital LLC (individually, “**Apogem**”), acting in its capacity as the successor administrative agent (in such capacity, the “**Successor Agent**”).

**RECITALS:**

**WHEREAS**, H.H. Franchising Systems, Inc., as “Grantor”, and Retiring Agent are parties to that certain Trademark Security Agreement identified in Exhibit A attached hereto (as the same has been and may hereafter be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Agreement**”) covering certain intellectual property set forth on Exhibit B attached hereto; and

**WHEREAS**, pursuant to that certain Omnibus Agency Transfer and Sub-Agent Appointment Agreement, dated as of April 1, 2022, by and between MCF, as the Retiring Agent, and Apogem Capital LLC, as the Successor Agent, Retiring Agent has assigned to Successor Agent all of its rights, remedies, duties and other obligations under, among other documents, the Agreement, in each instance, in its capacity as administrative agent and, if applicable, collateral agent.

**NOW, THEREFORE**, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Retiring Agent hereby assigns and transfers to Successor Agent and its successors and assigns, all of its rights, title and interest in and to the Agreement.

This Assignment may be executed in one or more counterparts and by the different parties hereto on separate counterparts and each counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

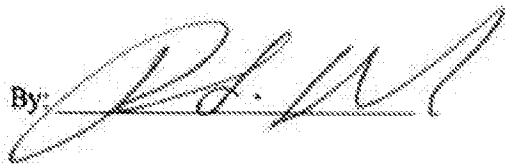
*(Remainder of page left intentionally blank; signatures follow.)*

IN WITNESS WHEREOF, Retiring Agent and Successor Agent have caused this Assignment to be duly executed as of the date first above written.

**RETIRING AGENT:**

**MADISON CAPITAL FUNDING LLC**

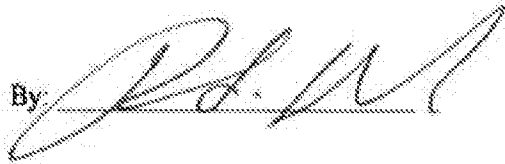
By: Apogem Capital LLC, its manager

By: 

Name: Patrick D. Koehl  
Title: Director

**SUCCESSOR AGENT:**

**APOGEM CAPITAL LLC**

By: 

Name: Patrick D. Koehl  
Title: Director