

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM737702

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>SEQUENCE:</b>	2

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SANDSTONE CARE COLORADO, LLC		06/28/2022	Limited Liability Company:

## RECEIVING PARTY DATA

<b>Name:</b>	AB PRIVATE CREDIT INVESTORS LLC
<b>Street Address:</b>	405 Colorado Street, Suite 1500
<b>City:</b>	Austin
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	78701
<b>Entity Type:</b>	Limited Liability Company: DELAWARE

## PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	6183159	SANDSTONE CARE

## CORRESPONDENCE DATA

Fax Number: 4048817777

*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: 4048814458

Email: elissa.hart@alston.com

Correspondent Name: Alston &amp; Bird, Attn: Elissa Hart

Address Line 1: 1201 W. Peachtree St.

Address Line 4: Atlanta, GEORGIA 30309

<b>ATTORNEY DOCKET NUMBER:</b>	581610
<b>NAME OF SUBMITTER:</b>	Elissa Hart
<b>SIGNATURE:</b>	/Elissa Hart/
<b>DATE SIGNED:</b>	06/29/2022

## Total Attachments: 5

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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of June 28, 2022, is made by SANDSTONE CARE COLORADO, LLC, a Colorado limited liability company (the "Grantor"), in favor of AB PRIVATE CREDIT INVESTORS LLC, as collateral agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Secured Parties hereto (as defined in the Guarantee and Collateral Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, amended and restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among SANDSTONE CARE HOLDINGS, LLC, as the Borrower, the Lenders from time to time party thereto and AB Private Credit Investors LLC, as 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; and

WHEREAS, the Grantor is a party to that certain Guarantee and Collateral Agreement of even date herewith in favor of Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement") pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders and to make their respective extensions of credit to the Borrower thereunder, the Grantor hereby agrees with 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 Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 the following Collateral, other than to the extent constituting Excluded Property, of the Grantor (the "Trademark Collateral"):

- (a) all of its owned Trademarks and all exclusive Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including those referred to on Schedule I hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (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 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 Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guarantee and Collateral Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of 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. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and Trademark Licenses subject to a security interest hereunder.

**SECTION 4. Termination.** Upon the termination of the Guarantee and Collateral Agreement in accordance with its terms, the Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Agreement.

Section 5. Counterparts. This 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 6. Applicable Law. This 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.

[SIGNATURE PAGES FOLLOW]

**IN WITNESS WHEREOF**, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GRANTOR:**

**SANDSTONE CARE COLORADO, LLC**

By: \_\_\_\_\_

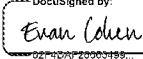


Name: Jesse Vick

Title: Chief Financial Officer

ACCEPTED AND AGREED  
as of the date first above written:

**AB PRIVATE CREDIT INVESTORS LLC,**  
as Agent

By:   
Name: Evan Cohen  
Title: Managing Director

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Company	Mark	Reg. No /Appl. No.	Reg. Date/Appl. Date
Sandstone Care Colorado, LLC	SANDSTONE CARE	6,183,159	October 27, 2020