

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM749512

<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>
Pediatric Home Healthcare, L.L.C.		08/10/2022	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Metropolitan Partners Group Administration, LLC		
<b>Street Address:</b>	850 Third Avenue 18th floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10022		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5615183	PEDIATRIC HOME HEALTHCARE WHERE CHILDREN	
<b>Registration Number:</b>	5517372		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3128278185		
	<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>	312-807-4346		
<b>Email:</b>	citrademarks@klgates.com, alexis.douglas@klgates.com, valerie.swanson@klgates.com		
<b>Correspondent Name:</b>	Alexis Douglas c/o K&L Gates LLP		
<b>Address Line 1:</b>	P.O. Box 1135		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60690-1135		
<b>ATTORNEY DOCKET NUMBER:</b>	0817582.00012		
<b>NAME OF SUBMITTER:</b>	Alexis Crawford Douglas		
<b>SIGNATURE:</b>	/Alexis Crawford Douglas/		
<b>DATE SIGNED:</b>	08/18/2022		
<b>Total Attachments: 5</b>			
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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 10, 2022, by PEDIATRIC HOME HEALTHCARE, L.L.C., a Texas limited liability company (the “Grantor”), in favor of METROPOLITAN PARTNERS GROUP ADMINISTRATION, LLC, as administrative, payment and collateral agent (in such capacities, together with its successors and assigns, the “Collateral Agent”) for its own benefit and the benefit of the lenders party to the Credit Agreement (as defined below).

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

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”; each capitalized term used herein without definition shall have the meaning ascribed to such term in the Agreement), by and among Borrower Representative and each of the other Borrowers from time to time party thereto, Parent and each of the other Guarantors from time to time party thereto, the Lenders from time to time party thereto, and METROPOLITAN PARTNERS GROUP ADMINISTRATION, LLC, a Delaware limited liability company, as administrative, payment and collateral agent for itself, as a Lender, and for the other Lenders (in such capacities, the “Collateral Agent”), the Lenders have agreed to make their respective loans for the benefit of the Grantor and the Grantor has granted to Collateral Agent, for its own benefit and the ratable benefit of the Lenders, a continuing security interest in certain Intellectual Property, including the Trademarks (as defined below), subject to the terms and conditions set forth therein; and

WHEREAS, pursuant to the Credit Agreement, the Grantor is required to execute and deliver to Collateral Agent this Trademark Security Agreement for recording with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby agrees as follows:

1. DEFINED TERMS.

(a) All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement.

(b) “Trademarks” means (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including any of the foregoing referred to in Schedule I hereto, and (ii) the right to obtain all renewals thereof.

(c) “Trademark Licenses” means, collectively, each agreement, whether written or oral, providing for the grant by or to any Grantor of any right to use any Trademark (whether Grantor is licensee or licensor thereunder), including any of the foregoing referred to in Schedule I hereto.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.

The Grantor hereby grants to Collateral Agent, for its own benefit and the ratable benefit of the Lenders, a continuing security interest in all of the Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (exclusive of any “intent-to-use” Trademarks to the extent that the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark under applicable federal law) (collectively, the “Trademark Collateral”):

(a) all of its Trademarks to which it is a party, including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark or Trademark licensed under any Trademark License; and

(d) all proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any such Trademark or Trademark licensed under any Trademark License, or (ii) injury to the goodwill associated with any such Trademark.

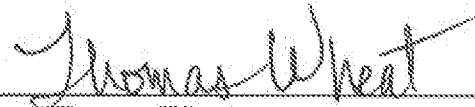
3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent pursuant to that certain Guarantee and Collateral Agreement dated as of the date hereof by and among the Grantor, each of the other “Grantors” described therein and the Collateral Agent (as from time to time amended, restated, supplemented or otherwise modified, the “Security Agreement”), and this Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interests herein with the United States Patent and Trademark Office. The Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

*[signature pages follow]*

IN WITNESS WHEREOF, 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.

GRANTOR:

**PEDIATRIC HOME HEALTHCARE,  
L.L.C.**

By: 

Name: Thomas Wheat

Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

**METROPOLITAN PARTNERS GROUP ADMINISTRATION, LLC,**  
as Collateral Agent

DocuSigned by:  
*Paul K. Lisiak*  
By: \_\_\_\_\_  
Name: Paul K. Lisiak  
Title: Managing Partner

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

A. Trademarks

GRANTOR	TRADEMARK IMAGE	APPLICATION NO.	DATE OF APPLICATION	REG. NO.	DATE OF REGISTRATION
PEDIATRIC HOME HEALTHCARE, L.L.C.		87847205	March 23, 2018	5615183	November 27, 2018
PEDIATRIC HOME HEALTHCARE, L.L.C.		87603909	September 11, 2017	5517372	July 17, 2018