

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM749895

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|-------------------------|--------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | INTELLECTUAL PROPERTY SECURITY AGREEMENT | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Giving Home Health Care LLC | | 08/19/2022 | Limited Liability Company: NEVADA |
| RECEIVING PARTY DATA | | | |
| Name: | BRIGHTWOOD LOAN SERVICES, LLC | | |
| Street Address: | 810 SEVENTH AVE., 26TH FLOOR | | |
| City: | NEW YORK | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10019 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 6700235 | GIVING HOME HEALTH CARE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 2028874288 | | |
| <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: | 2028874000 | | |
| Email: | mbeyene@akingump.com, DC_IPDocketing@AKINGUMP.com | | |
| Correspondent Name: | Mussie B Beyene | | |
| Address Line 1: | 2001 K Street N.W. | | |
| Address Line 4: | Washington DC, D.C. 20006 | | |
| ATTORNEY DOCKET NUMBER: | 694739.0058 | | |
| NAME OF SUBMITTER: | Mussie B Beyene | | |
| SIGNATURE: | /Mussie B Beyene/ | | |
| DATE SIGNED: | 08/19/2022 | | |
| Total Attachments: 5 | | | |
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| source=Giving Home - IP Security Agreement (Execution Version) 4889-9325-9310, 2#page2.tif | | | |
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this “**Agreement**”) is made as of **August 19, 2022** between the undersigned grantor (the “**Grantor**”) in favor of **BRIGHTWOOD LOAN SERVICES LLC**, as collateral agent for the Secured Parties (in such capacity, the “**Collateral Agent**”) (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Pledge and Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations (as defined in the Pledge and Security Agreement), granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of the Grantor’s right, title and interest in, to and under the following:

(a) All Intellectual Property (as defined in the Pledge and Security Agreement), including, without limitation, the registrations and applications of Copyrights (as defined in the Pledge and Security Agreement), Patents (as defined in the Pledge and Security Agreement) and Trademarks (as defined in the Pledge and Security Agreement) referred to in **Schedule 1** hereto including all of the goodwill of the business associated with the use of and symbolized by such Trademarks; and

(e) any and all Proceeds of the foregoing.

Section 2. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

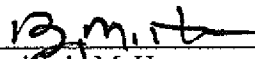
Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.


GIVING HOME HEALTH CARE LLC,
as Grantor


By: 
Name: Benjamin M. Hanson
Title: Authorized Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007826 FRAME: 0755

BRIGHTWOOD LOAN SERVICES, LLC

By: 
Name: Sengal Selassie
Title: Managing Member

By: 
Name: Jennifer Patrickakos
Title: Head of Loan Operations

SCHEDULE 1 TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Copyrights

| Grantor | Copyrights | Registration Date | Status | Registration No. | Country | International Class |
|---------|------------|-------------------|--------|------------------|---------|---------------------|
| None | | | | | | |

2. Patents

| Grantor | Patent Title / Description | Filing Date / Issue Date | Status | Serial No. | Patent No. | Country | International Class |
|---------|----------------------------|--------------------------|--------|------------|------------|---------|---------------------|
| None | | | | | | | |

3. Trademarks

| Grantor | Mark | Filing Date / Registration Date | Status | Application / Registration No. | Country | International Class |
|-----------------------------|-------------------------|---------------------------------|------------|--------------------------------|---------------|---------------------|
| Giving Home Health Care LLC | Giving Home Health Care | 12-APR-2022 | Registered | 6700235 | United States | |