

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM760126

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Encompass Group, L.L.C.		10/07/2022	Limited Liability Company: DELAWARE
Albahealth, LLC		10/07/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Regions Bank
Street Address:	1180 West Peachtree Street, N/W, Suite 1000
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30309
Entity Type:	Corporation: ALABAMA

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	6435786	COVAIRE
Registration Number:	6775294	NOVA
Registration Number:	5216611	FRESH START
Registration Number:	3454538	RIGHTWAY
Registration Number:	3289832	C.A.R.E.
Registration Number:	2083980	CARE SOX
Registration Number:	1134527	SPEED-ROLL
Registration Number:	1524667	FASHION-TREAD
Registration Number:	1384457	CARE-STEPS
Registration Number:	1386098	BABY BOGGAN
Registration Number:	1244329	LIFE SPAN
Serial Number:	97212713	META

CORRESPONDENCE DATA

Fax Number: 6175236850

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: 617-523-2700

TRADEMARK

Email: susan.dinicola@hklaw.com,kyle.vits@hklaw.com
Correspondent Name: Holland & Knight LLP
Address Line 1: 10 St. James Avenue
Address Line 4: Boston, MASSACHUSETTS 02116

NAME OF SUBMITTER: Susan C. DiNicola

SIGNATURE: /Susan C. DiNicola/

DATE SIGNED: 10/10/2022

Total Attachments: 7

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SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT

This SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”), dated as of October 7, 2022, is made by and between ENCOMPASS GROUP, L.L.C., a Delaware limited liability company (“Parent”), ALBAHEALTH, LLC, a Delaware limited liability company (“Alba”, together with Parent, the “Grantors”, and each, a “Grantor”) and REGIONS BANK, an Alabama Bank (together with its successors and assigns, the “Lender”).

WITNESSETH:

WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement dated as of October 7, 2022, (as amended, restated, supplemented, or otherwise modified from time to time, the “Loan Agreement”) by and among Grantors, certain Subsidiaries of Grantors from time to time party thereto, and the Lender, the Lender is willing to make certain financial accommodations available to the Grantors pursuant to the terms and conditions thereof; and

WHEREAS, pursuant to the Loan Agreement, the Grantors are required to execute and deliver to the Lender this Trademark Security Agreement.

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 Grantors hereby agree as follows:

1. **DEFINED TERMS.** All capitalized terms used herein but not otherwise defined herein or in the above recitals have the meanings given to them in the Loan Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** The Grantors hereby grant to the Lender (for itself and on behalf of its Affiliates providing Bank Products to the Grantors) a continuing first priority security interest in all of Grantors’ right, title, and interest in, to, and under the following, whether presently existing or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) (i) all of its Trademarks (as defined below), trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the “Trademarks”)

(b) all Trademark licenses for the grant by or to the Grantors of any right to use any Trademark, including each Trademark license referred to in Schedule I hereto (collectively, “Trademark Intellectual Property Licenses”);

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License;

(e) the right to sue third parties for past, present, and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(f) all products and proceeds of, and rights associated with, the foregoing, including any claim by the Grantors against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration, or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Grantors to the Lender whether or not they are unenforceable or not allowable due to the existence of any bankruptcy, insolvency proceeding, receivership, or similar case involving the Grantors.

4. SECURITY AGREEMENT.

(a) This Trademark Security Agreement has been executed and delivered by the Grantors for the purpose of registering the security interest of the Lender in the Trademark Collateral with the United States Patent and Trademark Office, or other similar office and corresponding offices in other countries of the world. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with, and not in limitation of, the security interests granted to the Lender pursuant to Loan Agreement, and the Loan Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms. The Grantors hereby acknowledge and, affirm that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. The Loan Agreement (and all rights and remedies of the Lender thereunder) shall remain in full force and effect in accordance with its terms. To the extent there is a conflict between the Loan Agreement and this Trademark Security Agreement, the Loan Agreement shall control.

(b) The Grantors and the Lender hereby acknowledge and agree that the security interest created hereby in the Trademark Collateral shall not include, and the security interest granted herein shall not attach to, (1) any asset (but not the proceeds thereof) subject to a rule of law, statute or regulation or of a lease agreement or any general intangible (including a contract, permit, license or franchise) or a Permitted Lien, where the grant of such security interest would invalidate or constitute a breach or violation of any such rule of law, statute, regulation, lease agreement, or general intangible or agreement or agreements creating or giving rise to such

Permitted Lien, provided that the limitation set forth in this sentence shall (x) exist only for so long as such rule of law, statute, regulation, lease agreement or general intangible or agreement and the Permitted Lien created therein continue to be effective (and, upon the cessation, termination, expiration of such rule of law, statute, regulation, lease agreement or general intangible or Permitted Lien, or if any such rule of law, statute or regulation is no longer applicable, the security interest granted herein shall be deemed to have automatically attached to such asset) and (y) not apply with respect to any asset if and to the extent that the prohibition or restriction on the security interest in and to such asset granted in this Trademark Security Agreement is rendered ineffective under Sections 9-406, 9 407, 9-408, or 9-409 of the UCC or (2) any United States “intent-to-use” trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law; provided that, upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. § 1060(a) (or any successor provision), such “intent-to-use” trademark application shall be considered Trademark Collateral.

5. AUTHORIZATION TO SUPPLEMENT. If the Grantors shall obtain rights to any new Trademarks, the provisions of the Loan Agreement and this Trademark Security Agreement shall automatically apply thereto. Without limiting the Grantors’ obligations under this Section, the Grantors hereby authorize the Lender unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of the Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Lender’s continuing security interest in all Collateral, whether or not listed on Schedule I. This Trademark Security Agreement is in addition to and supplements that certain Trademark Security Agreement dated as of July 10, 2010, by and among Parent and Lender (the “Existing Trademark Security Agreement”), and supplemented by that certain Supplemental Trademark Security Agreement dated as of February 19, 2021, by and among the Parent and Lender (the “2021 Supplemental Trademark Security Agreement”), which Existing Trademark Security Agreement and 2021 Supplemental Trademark Security Agreement remain in full force and effect.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the terms “includes” and “including” are not limiting. The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark

Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.


8. GOVERNING LAW. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia, without regard to the conflict of law principles thereof.

[Signature Pages Follow]


IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered, under seal, by its duly authorized officer as of the date first set forth above.

GRANTORS:

ENCOMPASS GROUP, L.L.C.,
a Delaware limited liability company

By:  [SEAL]
Name: Andrew Boyd
Title: Secretary

ALBAHEALTH, LLC, a Delaware limited liability
company

By:  [SEAL]
Name: Andrew Boyd
Title: Manager

LENDER:

REGIONS BANK, as Lender

By: 
Name: Stuart A. Hall
Title: Managing Director

SCHEDULE I
To Trademark Security Agreement

Trademark Registrations/Applications

Mark	Registration Number	Owner
META	97212713 (Serial Number)	Encompass Group, L.L.C.
COVAIRE	6435786	Encompass Group, L.L.C.
NOVA	6775294	Encompass Group, L.L.C.
FRESH START	5216611	Encompass Group, L.L.C.
RIGHTWAY	3454538	AlbaHealth, LLC
C.A.R.E.	3289832	AlbaHealth, LLC
CARE SOX	2083980	AlbaHealth, LLC
SPEED-ROLL	1134527	AlbaHealth, LLC
FASHION-TREAD	1524667	AlbaHealth, LLC
CARE-STEPS	1384457	AlbaHealth, LLC
BABY BOGGAN	1386098	AlbaHealth, LLC
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