

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM775744

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Third-Out Trademark Security Agreement
SEQUENCE:	3

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BW HOMECARE HOLDINGS LLC		12/21/2022	Limited Liability Company: DELAWARE
GREAT LAKES HOME HEALTH SERVICES, INC.		12/21/2022	Corporation: MICHIGAN
CARECYCLE SOLUTIONS, LLC		12/21/2022	Limited Liability Company: DELAWARE
HOME HEALTH HOLDINGS, INC.		12/21/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	JEFFERIES FINANCE LLC
Street Address:	520 MADISON AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3315316	NURSECAR
Registration Number:	5084674	CARECYCLE
Registration Number:	5101121	CARECYCLE HOME HEALTH
Registration Number:	5115282	CARECYCLE CONNECT
Registration Number:	4162196	ASPIRE HOSPICE
Registration Number:	6003282	ELARA

CORRESPONDENCE DATA

Fax Number:

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: 3124564206
 Email: rsiddiqui@sidley.com
 Correspondent Name: Raza Siddiqui

CH \$165.00 3315316

Address Line 1: One South Dearborn
Address Line 2: Sidley Austin LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER: 098955-30040

NAME OF SUBMITTER: Raza Siddiqui

SIGNATURE: /razasiddiqui/

DATE SIGNED: 12/21/2022

Total Attachments: 6

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Third-Out Trademark Security Agreement

This **Third-Out Trademark Security Agreement** (this “Trademark Security Agreement”), dated as of December 21, 2022, made by BW Homecare Holdings LLC, a Delaware limited liability company, Great Lakes Home Health Services, Inc., a Michigan corporation, CareCycle Solutions, LLC, a Delaware limited liability company, and Home Health Holdings, Inc., a Delaware corporation (each individually, a “Grantor”, and, collectively, the “Grantors”), in favor of JEFFERIES FINANCE LLC, as collateral agent (in such capacity, and together with its successors and assigns in such capacity, the “Collateral Agent”) for the Secured Parties (as defined in the Guarantee and Collateral Agreement referred to below).

W I T N E S S E T H:

WHEREAS, reference is made to that certain Third-Out Guarantee and Collateral Agreement, dated as of December 21, 2022 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), by and among the Grantors, the Administrative Agent and the Collateral Agent, pursuant to which the Grantors are required to execute and deliver this Copyright Security Agreement in favor of the Collateral Agent, for the benefit of the Secured Parties;

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor and the Collateral Agent hereby agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, initially capitalized terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its right, title and interest in and to the following property of such Grantor, now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Trademark Collateral”):

- (a) all Trademarks (including all the goodwill of the business connected with the use thereof, and symbolized thereby), including those listed on Schedule I attached hereto; and
- (b) all Proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) and (b) above or otherwise set forth in this Trademark Security Agreement, no security interest is or will be granted pursuant to this Trademark Security Agreement in any right, title or interest of any Grantor under or in, and the term “Trademark Collateral” shall not include, any Excluded Assets (including, for the avoidance of doubt, applications for trademark or service mark registrations filed on the basis

of the applicant's intent-to-use such trademark or service mark pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, et. seq., unless and until an Amendment to Allege Use or a Statement of Use has been filed with and accepted by the United States Patent and Trademark Office pursuant to Sections 1(c) and 1(d) of said Act, at which point the provisions of this Trademark Security Agreement shall automatically apply thereto).

SECTION 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed by one or more of the parties to this Trademark Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

SECTION 5. Intercreditor Relations. Notwithstanding anything herein to the contrary, the priority of the lien and security interest granted to the Collateral Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of (i) the Intercreditor Agreement, dated as of May 15, 2018 (as amended, restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Base Intercreditor Agreement"), initially among Jefferies Finance LLC, in its capacities as administrative agent and collateral agent for the Original First Lien Lenders (as defined in the Base Intercreditor Agreement) to the Original First Lien Credit Agreement (as defined in the Base Intercreditor Agreement), Jefferies Finance LLC, in its capacities as administrative agent and collateral agent for the Original Second Lien Lenders (as defined in the Base Intercreditor Agreement) to the Original Second Lien Credit Agreement (as defined in the Base Intercreditor Agreement), and certain other persons party or that may become party thereto from time to time and (ii) the Intercreditor Agreement, dated as of December 21, 2022 (as amended, restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "New Intercreditor Agreement", and together with the Base Intercreditor Agreement, the "Intercreditor Agreements" and each, an "Intercreditor Agreement"), initially among Jefferies Finance LLC, in its capacity as collateral agent for the Original Superpriority Secured Parties (as defined in the New Intercreditor Agreement), Jefferies Finance LLC, in its capacity as collateral agent for the Original Second-Out Secured Parties (as defined in the New Intercreditor Agreement), Jefferies Finance LLC, in its capacity as collateral agent for the Original Third-Out Secured Parties (as defined in the New Intercreditor Agreement), Jefferies Finance LLC, in its capacity as collateral agent for the Original Fourth-Out Secured Parties (as defined in the New Intercreditor Agreement), Jefferies Finance LLC, in its capacity as collateral agent for the Original Fifth-Out Secured Parties

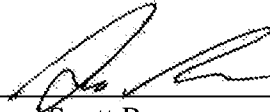
(as defined in the New Intercreditor Agreement), Jefferies Finance LLC, in its capacity as collateral agent for the Original Sixth-Out Secured Parties (as defined in the New Intercreditor Agreement) and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of either Intercreditor Agreement and this Trademark Security Agreement with respect to the priority of any liens or security interests or the exercise of any rights or remedies, the terms of the applicable Intercreditor Agreement shall govern and control.

SECTION 6. Governing Law; Submission to Jurisdiction; Waiver of Jury Trial. Subsections 9.11, 9.12 and 9.14 of the Guarantee and Collateral Agreement are incorporated herein, *mutatis mutandis*, as if a part hereof.

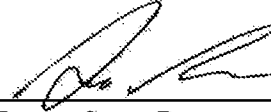
[SIGNATURE PAGE FOLLOWS]

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

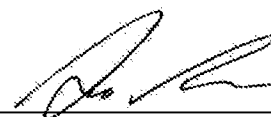
BW HOMECARE HOLDINGS LLC, as Grantor

By: 
Name: Scott Powers
Title: Chairman & President

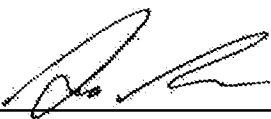
GREAT LAKES HOME HEALTH SERVICES, INC., as Grantor

By: 
Name: Scott Powers
Title: President

CARECYCLE SOLUTIONS, LLC, as Grantor

By: 
Name: Scott Powers
Title: President

HOME HEALTH HOLDINGS, INC, as Grantor

By: 
Name: Scott Powers
Title: President

Accepted and Agreed:

JEFFERIES FINANCE LLC

as Collateral Agent

By: *Peter Cucchiara*

Name: Peter Cucchiara

Title: Senior Vice President

SCHEDULE I
to
THIRD-OUT TRADEMARK SECURITY AGREEMENT
UNITED STATES TRADEMARK REGISTRATIONS AND UNITED STATES
TRADEMARK APPLICATIONS

United States Trademark Registrations:

OWNER	REGISTRATION NUMBER	TITLE	REGISTRATION DATE
GREAT LAKES HOME HEALTH SERVICES, INC	3315316	NURSECAR	October 23, 2007
CareCycle Solutions, LLC	5084674	CARECYCLE	November 22, 2016
CareCycle Solutions, LLC	5101121	CARECYCLE HOME HEALTH	December 13, 2016
CareCycle Solutions, LLC	5115282	CARECYCLE CONNECT	January 3, 2017
Home Health Holdings, Inc.	4162196	ASPIRE HOSPICE	June 19, 2012
BW Homecare Holdings LLC	6003282	ELARA	March 03, 2020

United States Trademark Applications:

None.