# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM786105

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Envoy Hospice, LLC		02/09/2023	Limited Liability Company: TEXAS
Hospice at Home of Arizona LLC		02/09/2023	Limited Liability Company: ARIZONA
Angel Heart Hospice, LLC		02/09/2023	Limited Liability Company: GEORGIA
Hospice of Chattanooga Holdings, LLC		02/09/2023	Limited Liability Company: DELAWARE

### **RECEIVING PARTY DATA**

Name:	Hospice Care Holdings, L.P.	
Street Address:	c/o Thomas H. Lee Partners, L.P.	
Internal Address:	100 Federal Street	
City:	Boston	
State/Country:	MASSACHUSETTS	
Postal Code:	02110	
Entity Type:	Limited Partnership: DELAWARE	

### **PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark		
Registration Number:	5205625	ENVOY HOSPICE		
Registration Number:	5205626	ENVOY HOSPICE		
Registration Number:	5158777	HOSPICE AT HOME		
Registration Number:	6151927	HOSPICE OF CHATTANOOGA ALLEO HEALTH SYST		
Registration Number:	3296376	HOSPICE OF CHATTANOOGA		
Serial Number:	88443058	ALLEO CARING		
Serial Number:	88221606	BY THE PEACE		
Registration Number:	3087637	ANGEL HEART HOSPICE		
Registration Number:	4474540	HOSPICE OF CHATTANOOGA		
Registration Number:	3287448	HOSPICE OF CHATTANOOGA		

## CORRESPONDENCE DATA

Fax Number: 3128622200

**TRADEMARK** 

**REEL: 007967 FRAME: 0095** 900749552

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:** 3128622000

Email: rob.soneson@kirkland.com

Correspondent Name: Rob Soneson
Address Line 1: 300 N LaSalle
Address Line 2: Kirkland & Ellis LLP

Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	50071-1
NAME OF SUBMITTER:	Rob Soneson
SIGNATURE:	/rsoneson/
DATE SIGNED:	02/10/2023

#### **Total Attachments: 8**

source=U.S. Trademark Short Form Security Agreement - Care Hospice (Executed)\_(94153105\_1)#page1.tif source=U.S. Trademark Short Form Security Agreement - Care Hospice (Executed)\_(94153105\_1)#page2.tif source=U.S. Trademark Short Form Security Agreement - Care Hospice (Executed)\_(94153105\_1)#page3.tif source=U.S. Trademark Short Form Security Agreement - Care Hospice (Executed)\_(94153105\_1)#page4.tif source=U.S. Trademark Short Form Security Agreement - Care Hospice (Executed)\_(94153105\_1)#page5.tif source=U.S. Trademark Short Form Security Agreement - Care Hospice (Executed)\_(94153105\_1)#page6.tif source=U.S. Trademark Short Form Security Agreement - Care Hospice (Executed)\_(94153105\_1)#page7.tif source=U.S. Trademark Short Form Security Agreement - Care Hospice (Executed)\_(94153105\_1)#page8.tif

TRADEMARK SECURITY AGREEMENT dated as of February 9, 2023 (this "Agreement"), between ENVOY HOSPICE, LLC, a Texas limited liability company, HOSPICE AT HOME OF ARIZONA LLC, an Arizona limited liability company, ANGEL HEART HOSPICE, LLC, a Georgia limited liability company, HOSPICE OF CHATTANOOGA HOLDINGS, LLC, a Delaware limited liability company (the "Grantors", and each a "Grantor"), and HOSPICE CARE HOLDINGS, L.P., as lender (in such capacity, the "Lender").

Reference is made to (a) the Pledge and Security Agreement dated as of February 9, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among HOSPICE CARE BUYER, INC., a Delaware corporation ("Borrower"), HOSPICE CARE INTERMEDIATE I, INC., a Delaware corporation ("Holdings"), the other Grantors from time to time party thereto and the Lender, and (b) the Secured Revolving Promissory Note, dated as of February 9, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Note"), among the Borrower and the Lender. The Lender has agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Note. The obligations of the Lender to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Each Grantor will derive substantial benefits from the extension of credit pursuant to the Note and is willing to execute and deliver this Agreement in order to induce the Lender to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. <u>Terms</u>. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01 of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of its Secured Obligations, each Grantor, hereby grants to the Lender, its successors and permitted assigns, a continuing security interest in all of such Grantor's right, title and interest in, to and under all of the following assets and properties, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor (collectively, the "Trademark Collateral"): (i) all of the Trademarks owned by such Grantor and constituting Collateral, including, without limitation, those listed on Schedule I hereto and the goodwill of the business symbolized by the foregoing; (ii) all renewals of the foregoing; (iii) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements or dilutions thereof; (iv) all rights to sue for past, present, and future infringements or dilutions of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (v) all domestic rights corresponding to any of the foregoing. Notwithstanding the foregoing, no grant of any security interest shall be deemed granted hereunder on or in any intent-to-use (or similar) Trademark applications prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein may impair the validity or enforceability of such intent-to-use Trademark applications under applicable federal law.

SECTION 3. <u>Purpose</u>. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Each Grantor authorizes and requests that the Commissioner for

Trademarks record this Agreement. The security interests granted to the Lender herein are granted in furtherance, and not in limitation of, the security interests granted to the Lender pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. <u>Termination</u>. This Agreement shall terminate and the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations. Upon the termination of this Agreement, the Lender shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the security interests in the Trademark Collateral granted herein.

SECTION 5. <u>Counterparts</u>. 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.

SECTION 6. CHOICE OF LAW. THIS AGREEMENT AND ANY CLAIM, CONTROVERSY OR DISPUTE ARISING UNDER OR RELATED TO THIS AGREEMENT, WHETHER IN TORT, CONTRACT (AT LAW OR IN EQUITY) OR OTHERWISE, SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW OTHER THAN THE LAW OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the Grantors and the Lender have executed this Trademark Security Agreement as of the date first above written.

ENVOY HOSPICE, LLC HOSPICE AT HOME OF ARIZONA LLC ANGEL HEART HOSPICE, LLC HOSPICE OF CHATTANOOGA HOLDINGS, LLC

By: Brad Hunter

Name: Brad Hunter

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

HOSPICE CARE HOLDINGS, L.P.

as Lender,

By: Brad Hunter

Name: Brad Hunter

Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

Schedule I

<u>United States Trademarks and Trademark Applications</u>

Owner	Trademark	Jurisdiction	Goods/Services	Status
Envoy Hospice, LLC d/b/a Altus Hospice	ENVOY HOSPICE RN: 5205625 SN: 86793119 Disclaimer: "HOSPICE"	US Federal	(Int'l Class: 44) (based on use in commerce) geriatric health care management services; hospices; managed health care services; nursing care; palliative care services; respite care services in the nature of home nursing aid services; home health care services; home health care services; namely, an approach to care that focuses on quality of life and comfort rather than curative treatment; homevisit nursing care; providing in-person holistic health care services; providing limited in-home personal medical services for individuals including checking vital signs, medication compliance and individual hygiene, scheduling doctor appointments, picking up prescriptions, checking medical equipment and supplies, and providing on-line information related to these personal medical services	Registered May 16, 2017 Int'l Class: 44 First Use: May 1, 2011 Filed: October 20, 2015
Envoy Hospice, LLC d/b/a Altus Hospice	ENVOY HOSPICE and Design  RN: 5205626 SN: 86793167 Disclaimer: "HOSPICE"	US Federal	(Int'l Class: 44) (based on use in commerce) geriatric health care management services; hospices; managed health care services; nursing care; palliative care services; respite care services in the nature of home nursing aid services; home health care	Registered May 16, 2017 Int'l Class: 44 First Use: May 1, 2011 Filed: October 20, 2015

			services; home health care services, namely, an approach to care that focuses on quality of life and comfort rather than curative treatment; homevisit nursing care; providing in-person holistic health care services; providing limited in-home personal medical services for individuals including checking vital signs, medication compliance and individual hygiene, scheduling doctor appointments, picking up prescriptions, checking medical equipment and supplies, and providing on-line information related to these personal medical services	
Hospice at Home of Arizona LLC	Hospice at Home	US Federal Rn: 5158777	Int'l Class: 44, 45 (Int'l Class: 44) Providing palliative care for the terminally ill; and providing hospice care for the terminally ill (Int'l Class: 45) Providing care in the nature of grief counseling for terminally ill patients	Registered Int'l Class: 44 First Use: Filed:
Angel Heart Hospice, LLC	ALLEO HEALTH SYSTEM	US Federal RN: 6077893	Health care services, namely, hospice care services, palliative care services, and transitional care services	Registered Int'l Class: 44 First Use: Filed:
Hospice of Chattanooga Holdings, LLC	HOSPICE OF CHATTANOOGA ALLEO HEALTH SYSTEM and Design Hospice of Chattanooga	US Federal RN: 6151927	Health care services, namely, hospice care services, palliative care services, and transitional medical care services	Registered Int'l Class: 44 First Use: Filed:
Hospice of Chattanooga Holdings, LLC	HOSPICE OF CHATTANOOGA	US Federal RN: 3296376	Home health care services; home nursing aid services; hospices; medical counseling; psychological counseling	Registered Int'l Class: 44 First Use: Filed:

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			Social service, namely, companionship services	
			for individuals under	
			hospice care and their	
			families	
Hospice of	ALLEO CARING	US Federal	Health care services,	Registered
Chattanooga		SN: 88443058	namely, hospice care	Int'l Class: 44
Holdings, LLC			services, palliative care	First Use:
			services, and transitional	Filed:
			care services	
Hospice of	BY THE PEACE and	US Federal	Home health care	Registered
Chattanooga	Design	SN: 88221600	services; Printed	Int'l Class: 44
Holdings, LLC	2 Corgin		publications, namely,	First Use:
			booklets for post-death	Filed:
			management and kits	
			consisting primarily of	
			paper expanding files for	
			storing vital information	
			for day-to-day household	
			functions, namely, insurance policies and	
			contact information for	
			insurance agents,	
			veterinarians, handymen,	
			and for storing	
			information relating to	
			funeral arrangements and	
			wishes	
Hospice of	BY THE PEACE	US Federal	wishes Printed publications,	Registered
Hospice of Chattanooga	BY THE PEACE	US Federal SN: 88221606		Registered Int'l Class: 44
	BY THE PEACE	1	Printed publications, namely, booklets for post-death management	Int'l Class: 44 First Use:
Chattanooga	BY THE PEACE	1	Printed publications, namely, booklets for post-death management and kits consisting	Int'l Class: 44
Chattanooga	BY THE PEACE	1	Printed publications, namely, booklets for post-death management and kits consisting primarily of paper	Int'l Class: 44 First Use:
Chattanooga	BY THE PEACE	1	Printed publications, namely, booklets for post-death management and kits consisting primarily of paper expanding files for	Int'l Class: 44 First Use:
Chattanooga	BY THE PEACE	1	Printed publications, namely, booklets for post-death management and kits consisting primarily of paper expanding files for storing vital information	Int'l Class: 44 First Use:
Chattanooga	BY THE PEACE	1	Printed publications, namely, booklets for post-death management and kits consisting primarily of paper expanding files for storing vital information for day-to-day household	Int'l Class: 44 First Use:
Chattanooga	BY THE PEACE	1	Printed publications, namely, booklets for post-death management and kits consisting primarily of paper expanding files for storing vital information for day-to-day household functions, namely,	Int'l Class: 44 First Use:
Chattanooga	BY THE PEACE	1	Printed publications, namely, booklets for post-death management and kits consisting primarily of paper expanding files for storing vital information for day-to-day household functions, namely, insurance policies and	Int'l Class: 44 First Use:
Chattanooga	BY THE PEACE	1	Printed publications, namely, booklets for post-death management and kits consisting primarily of paper expanding files for storing vital information for day-to-day household functions, namely, insurance policies and contact information for	Int'l Class: 44 First Use:
Chattanooga	BY THE PEACE	1	Printed publications, namely, booklets for post-death management and kits consisting primarily of paper expanding files for storing vital information for day-to-day household functions, namely, insurance policies and contact information for insurance agents,	Int'l Class: 44 First Use:
Chattanooga	BY THE PEACE	1	Printed publications, namely, booklets for post-death management and kits consisting primarily of paper expanding files for storing vital information for day-to-day household functions, namely, insurance policies and contact information for insurance agents, veterinarians, handymen,	Int'l Class: 44 First Use:
Chattanooga	BY THE PEACE	1	Printed publications, namely, booklets for post-death management and kits consisting primarily of paper expanding files for storing vital information for day-to-day household functions, namely, insurance policies and contact information for insurance agents, veterinarians, handymen, and for storing	Int'l Class: 44 First Use:
Chattanooga	BY THE PEACE	1	Printed publications, namely, booklets for post-death management and kits consisting primarily of paper expanding files for storing vital information for day-to-day household functions, namely, insurance policies and contact information for insurance agents, veterinarians, handymen, and for storing information relating to	Int'l Class: 44 First Use:
Chattanooga	BY THE PEACE	1	Printed publications, namely, booklets for post-death management and kits consisting primarily of paper expanding files for storing vital information for day-to-day household functions, namely, insurance policies and contact information for insurance agents, veterinarians, handymen, and for storing	Int'l Class: 44 First Use:
Chattanooga	BY THE PEACE  KANGAROO KIDZ and	1	Printed publications, namely, booklets for post-death management and kits consisting primarily of paper expanding files for storing vital information for day-to-day household functions, namely, insurance policies and contact information for insurance agents, veterinarians, handymen, and for storing information relating to funeral arrangements and wishes	Int'l Class: 44 First Use:
Hospice of Chattanooga	KANGAROO KIDZ and	SN: 88221606	Printed publications, namely, booklets for post-death management and kits consisting primarily of paper expanding files for storing vital information for day-to-day household functions, namely, insurance policies and contact information for insurance agents, veterinarians, handymen, and for storing information relating to funeral arrangements and	Int'l Class: 44 First Use: Filed:  Registered Int'l Class: 44
Chattanooga Holdings, LLC  Hospice of		SN: 88221606  US Federal	Printed publications, namely, booklets for post-death management and kits consisting primarily of paper expanding files for storing vital information for day-to-day household functions, namely, insurance policies and contact information for insurance agents, veterinarians, handymen, and for storing information relating to funeral arrangements and wishes Hospice services for	Int'l Class: 44 First Use: Filed:  Registered Int'l Class: 44 First Use:
Chattanooga Holdings, LLC  Hospice of Chattanooga	KANGAROO KIDZ and	SN: 88221606  US Federal	Printed publications, namely, booklets for post-death management and kits consisting primarily of paper expanding files for storing vital information for day-to-day household functions, namely, insurance policies and contact information for insurance agents, veterinarians, handymen, and for storing information relating to funeral arrangements and wishes Hospice services for	Int'l Class: 44 First Use: Filed:  Registered Int'l Class: 44
Chattanooga Holdings, LLC  Hospice of Chattanooga	KANGAROO KIDZ and	SN: 88221606  US Federal	Printed publications, namely, booklets for post-death management and kits consisting primarily of paper expanding files for storing vital information for day-to-day household functions, namely, insurance policies and contact information for insurance agents, veterinarians, handymen, and for storing information relating to funeral arrangements and wishes Hospice services for	Int'l Class: 44 First Use: Filed:  Registered Int'l Class: 44 First Use:
Hospice of Chattanooga	KANGAROO KIDZ and	SN: 88221606  US Federal	Printed publications, namely, booklets for post-death management and kits consisting primarily of paper expanding files for storing vital information for day-to-day household functions, namely, insurance policies and contact information for insurance agents, veterinarians, handymen, and for storing information relating to funeral arrangements and wishes Hospice services for	Int'l Class: 44 First Use: Filed:  Registered Int'l Class: 44 First Use:
Hospice of Chattanooga Holdings, LLC	KANGAROO KIDZ and Design	US Federal RN: TN54184	Printed publications, namely, booklets for post-death management and kits consisting primarily of paper expanding files for storing vital information for day-to-day household functions, namely, insurance policies and contact information for insurance agents, veterinarians, handymen, and for storing information relating to funeral arrangements and wishes  Hospice services for children	Registered Int'l Class: 44 First Use: Filed:  Registered Int'l Class: 44 First Use: Filed:
Hospice of Chattanooga Holdings, LLC  Hospice of Chattanooga Holdings, LLC	KANGAROO KIDZ and Design	US Federal RN: TN54184	Printed publications, namely, booklets for post-death management and kits consisting primarily of paper expanding files for storing vital information for day-to-day household functions, namely, insurance policies and contact information for insurance agents, veterinarians, handymen, and for storing information relating to funeral arrangements and wishes  Hospice services for children	Registered Int'l Class: 44 First Use: Filed:  Registered Int'l Class: 44 First Use: Filed:
Hospice of Chattanooga Holdings, LLC	KANGAROO KIDZ and Design	US Federal RN: TN54184	Printed publications, namely, booklets for post-death management and kits consisting primarily of paper expanding files for storing vital information for day-to-day household functions, namely, insurance policies and contact information for insurance agents, veterinarians, handymen, and for storing information relating to funeral arrangements and wishes  Hospice services for children  Hospice, health care, and medical services, namely,	Registered Int'l Class: 44 First Use: Filed:  Registered Int'l Class: 44 First Use: Filed:  Registered Int'l Class: 44
Hospice of Chattanooga Holdings, LLC  Hospice of Chattanooga Holdings, LLC	KANGAROO KIDZ and Design	US Federal RN: TN54184	Printed publications, namely, booklets for post-death management and kits consisting primarily of paper expanding files for storing vital information for day-to-day household functions, namely, insurance policies and contact information for insurance agents, veterinarians, handymen, and for storing information relating to funeral arrangements and wishes  Hospice services for children	Registered Int'l Class: 44 First Use: Filed:  Registered Int'l Class: 44 First Use: Filed:

Hospice of Chattanooga Holdings, LLC	HOSPICE OF CHATTANOOGA and Design	US Federal RN: 4474540	and nursing home hospice, health care, and medical service Home health care services; home nursing aid services; hospices; medical counseling; psychological counseling Social service, namely, companionship services for individuals under hospice care and their families	Registered Int'l Class: 44 First Use: Filed:
Hospice of Chattanooga Holdings, LLC	HOSPICE OF CHATTANOOGA and Design	US Federal RN: 3287448	Home health care services; home nursing aid services; hospices; medical counseling; psychological counseling Social service, namely, companionship services for individuals under hospice care and their families	Registered Int'l Class: 44 First Use: Filed:

**RECORDED: 02/10/2023**