

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM807995

<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>
Team Select Holdings, LLC		05/04/2023	Limited Liability Company: DELAWARE
WILLOW POINT PARTNERS, LLC		05/04/2023	Limited Liability Company: INDIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MidCap Financial Trust, as Administrative Agent		
<b>Street Address:</b>	7255 Woodmont Avenue, Suite 300		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	Statutory Trust: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5654391	TEAM SELECT HOME CARE	
<b>Registration Number:</b>	4685971	TOGETHER HOMECARE	
<b>Registration Number:</b>	4863878	TOGETHER HEALTHCARE MANAGEMENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	<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>	3129932617		
<b>Email:</b>	atoosa.nowrouzi@lw.com		
<b>Correspondent Name:</b>	Atoosa Nowrouzi		
<b>Address Line 1:</b>	C/O Latham and Watkins 330 N Wabash Ave		
<b>Address Line 2:</b>	Suite 2800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		
<b>ATTORNEY DOCKET NUMBER:</b>	058728-0101 [AN]		
<b>NAME OF SUBMITTER:</b>	ATOOSA NOWROUZI		
<b>SIGNATURE:</b>	/an/		
<b>DATE SIGNED:</b>	05/04/2023		

CH \$90.00 5654391

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of May 4, 2023 (this “**Trademark Security Agreement**”), by and among Team Select Holdings, LLC, a Delaware limited liability company and WILLOW POINT PARTNERS, LLC, an Indiana limited liability company (each, a “**Grantor**”) and MidCap Financial Trust, as administrative agent and collateral agent (together with its successors and permitted assigns in such capacities, the “**Administrative Agent**”) for the Secured Parties (as defined in the Credit Agreement).

Reference is made to that certain Credit Agreement, dated as of May 4, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), by and among CSC TS Acquisition, LLC, a Delaware limited liability company (“**Holdings**”), TS Investors, LLC, a Delaware limited liability company (the “**Borrower**”), the Administrative Agent and the Lenders from time to time party thereto.

Reference is also to that certain Pledge and Security Agreement dated as of May 4, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Borrower, Holdings, the other Grantors (as defined therein) and the Administrative Agent for the Secured Parties.

The Lenders have extended credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Consistent with the requirements set forth in Section 4.01 and Section 5.14 of the Credit Agreement, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used herein and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. Grant of Security Interest. As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, each Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of such Grantor, and regardless of where located (collectively, the “**Trademark Collateral**”):

(a) all trademarks (including service marks), common law marks, trade names, trade dress, domain names and logos, slogans and other indicia of origin under the laws of any jurisdiction in the world, and the registrations and applications for registration thereof (including but not limited to the Trademark registrations and applications listed on Schedule I hereto); and the goodwill of the business connected with the use of and symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past, present and future infringements or dilutions thereof; (d) all rights to sue for past, present, and future infringements or dilutions of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing, in each case, excluding any items constituting Excluded Assets and/or otherwise expressly limited or excluded by the Collateral and Guarantee Requirements.

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent 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 Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

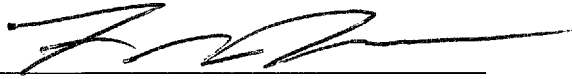
SECTION 4. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to principles of conflicts of laws.

SECTION 5. 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 (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by telecopier or in .pdf or similar format by electronic mail shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. The words “execution,” “signed,” “signature,” “delivery,” and words of like import in or relating to this Trademark Security Agreement shall be deemed to include Electronic Signatures, deliveries or the keeping of records in any electronic form (including deliveries by telecopy, emailed pdf, or any other electronic means that reproduces an image of an actual executed signature page), each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement as of the day and year first above written.

**TEAM SELECT HOLDINGS, LLC  
WILLOW POINT PARTNERS, LLC**

By: 

Name: Frederick Johnson

Title: President

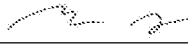
[Signature Page to Trademark Security Agreement]

**TRADEMARK  
REEL: 008061 FRAME: 0584**

**MIDCAP FINANCIAL TRUST,**  
as Administrative Agent


By: Apollo Capital Management, L.P.,  
its investment manager

By: Apollo Capital Management GP, LLC,  
its general partner

By:   
Name: Maurice Amsellem  
Title: Authorized Signatory

**SCHEDULE I**

TRADEMARKS

<b>REGISTERED OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>REGISTRATION DATE</b>	<b>TRADEMARK</b>
Team Select Holdings, LLC	5654391	January 15, 2019	TEAM SELECT HOME CARE
WILLOW POINT PARTNERS, LLC	4685971	February 10, 2015	TOGETHER HOMECARE and Design 
WILLOW POINT PARTNERS, LLC	4863878	December 1, 2015	TOGETHER HEALTHCARE MANAGEMENT and Design 