

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM825100

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AccentCare, Inc.		07/18/2023	Corporation: DELAWARE
Sta-Home Health & Hospice, Inc.		07/18/2023	Corporation: MISSISSIPPI
Nurses Unlimited, Inc.		07/18/2023	Corporation: TEXAS
Seasons Hospice & Palliative Care of Maryland, LLC		07/18/2023	Limited Liability Company: MARYLAND
Seasons Healthcare Management, LLC		07/18/2023	Limited Liability Company: ILLINOIS
HRS Companies LLC		07/18/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	AccentCare Holdings, L.P.		
Street Address:	Prudential Tower, 800 Boylston Street		
Internal Address:	c/o Advent International, L.P.,		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02199		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 21			
Property Type	Number	Word Mark	
Registration Number:	5045235	ACCENTCARE	
Registration Number:	2681585	ACCENTCARE	
Registration Number:	2448260	ACCENTCARE	
Registration Number:	4370043	ACCENTCARE YOUR EXTENDED FAMILY	
Registration Number:	4946872	A ALLIANCE FOR HEALTH, INC. PRECIOUS CAR	
Registration Number:	4948060	A ALLIANCE FOR HEALTH, INC. PRECIOUS CAR	
Registration Number:	4434819	AT HOME COMPANIONS	
Registration Number:	2696151		
Registration Number:	4644567		
Registration Number:	4249967	RIGHTPATH	
Registration Number:	4752379	ALERT YOUR NURSE	

CH \$540.00 5045235

Property Type	Number	Word Mark
Registration Number:	4551366	
Registration Number:	5144475	STA-HOME
Registration Number:	3663751	SEASONS HOSPICE & PALLIATIVE CARE
Registration Number:	4460118	SEASONS MEDICAL GROUP
Registration Number:	5386567	HONORING LIFE OFFERING HOPE
Registration Number:	5301227	TRUE HOPE
Serial Number:	90312919	HRS
Registration Number:	6032954	ACCENTCARE
Registration Number:	6032951	
Registration Number:	6032952	

CORRESPONDENCE DATA

Fax Number: 6172359493

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: 617-951-7169

Email: catherine.murray@ropesgray.com

Correspondent Name: Catherine M. Murray

Address Line 1: Prudential Tower, 800 Boylston Street

Address Line 2: Ropes & Gray LLP

Address Line 4: Boston, MASSACHUSETTS 02199-3600

ATTORNEY DOCKET NUMBER: AICE-154-006

NAME OF SUBMITTER: Catherine Murray

SIGNATURE: /cmurray/

DATE SIGNED: 07/18/2023

Total Attachments: 9

- source=AccentCare (Advent) - Secured Note - IP Security Agreement - Executed#page1.tif
- source=AccentCare (Advent) - Secured Note - IP Security Agreement - Executed#page2.tif
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FIRST LIEN NOTE INTELLECTUAL PROPERTY SECURITY AGREEMENT

July 18, 2023

This FIRST LIEN NOTE INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of the date hereof (this "Agreement"), by (i) AccentCare, Inc., a Delaware corporation, (ii) Sta-Home Health & Hospice, Inc., a Mississippi corporation, (iii) Nurses Unlimited, Inc., a Texas corporation, (iv) Seasons Hospice & Palliative Care of Maryland, LLC, a Maryland limited liability company, (v) Seasons Healthcare Management, LLC, a – limited liability company and (vi) HRS Companies LLC, a – limited liability company (each, a "Grantor") in favor of AccentCare Holdings, L.P., as the Holder under the Note (as defined below) (in such capacity, the "Holder").

Reference is made to that certain First Lien Note Pledge and Security Agreement, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Security Agreement"), among the Note Parties and the Holder. The Holder has extended credit to the Company subject to the terms and conditions set forth in that certain Senior Secured Promissory Note, dated as of the date hereof (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Note"), by Pluto Acquisition I, Inc., a Delaware corporation (the "Company"), in favor of the Holder. Consistent with the requirements set forth in Section 8.6 of the Note, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this Agreement 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, mortgage, transfer and grant to the Holder, its successors and permitted assigns, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of such Grantor and regardless of where located (collectively, the "IP Collateral"):

A. all Trademarks, including the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto, together with all goodwill of the business connected with the use thereof and symbolized thereby;

B. all Patents, including the issued Patents and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto;

C. all Copyrights, including the Copyright registrations and pending applications for registration in the United States Copyright Office listed on Schedule III hereto; and

D. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. **Security Agreement.** The security interests granted to the Holder herein are granted in furtherance, and not in limitation of, the security interests granted to the Holder pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Holder with respect to the IP 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. ***Governing Law.*** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Remainder of Page Intentionally Left Blank; Signature Pages Follow]

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

ACCENTCARE, INC., as a Grantor

By: _____
Name: Stephan Rodgers
Title: President

FOUNDATION MANAGEMENT SERVICES, INC., as a Grantor

By: _____
Name: Stephan Rodgers
Title: President

NURSES UNLIMITED, INC., as a Grantor

By: _____
Name: Stephan Rodgers
Title: President

STA-HOME HEALTH & HOSPICE, INC., as a Grantor

By: _____
Name: Stephan Rodgers
Title: President

HRS COMPANIES LLC, as a Grantor

By: _____
Name: Charles Pierce
Title: Secretary

SEASONS HEALTHCARE MANAGEMENT, LLC, as a Grantor

By: _____
Name: Charles Pierce
Title: Secretary

SEASONS HOSPICE & PALLIATIVE CARE OF MARYLAND, LLC, as a Grantor

By: _____
Name: Charles Pierce
Title: Secretary

[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 008136 FRAME: 0005

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

ACCENTCARE, INC., as a Grantor

By: _____
Name: Stephan Rodgers
Title: President

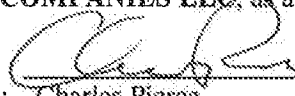
NURSES UNLIMITED, INC., as a Grantor

By: _____
Name: Stephan Rodgers
Title: President

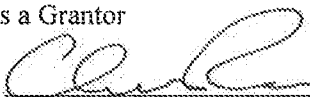
STA-HOME HEALTH & HOSPICE, INC., as a Grantor

By: _____
Name: Stephan Rodgers
Title: President

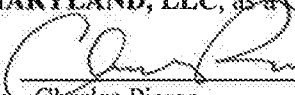
HRS COMPANIES LLC, as a Grantor

By: 
Name: Charles Pierce
Title: Secretary

SEASONS HEALTHCARE MANAGEMENT, LLC, as a Grantor

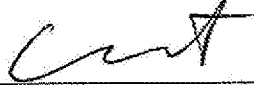
By: 
Name: Charles Pierce
Title: Secretary

SEASONS HOSPICE & PALLIATIVE CARE OF MARYLAND, LLC, as a Grantor

By: 
Name: Charles Pierce
Title: Secretary

Accepted and Agreed:

ACCENTCARE HOLDINGS, L.P.,
as the Holder

By: 
Name: Carmine Petrone
Title: President





[Signature Page to IP Security Agreement]

TRADEMARK
REEL: 008136 FRAME: 0007

SCHEDULE I

TRADEMARKS:

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
AccentCare, Inc.	5,045,235	<i>AccentCare</i> 
AccentCare, Inc.	2,681,585	ACCENTCARE
AccentCare, Inc.	2,448,260	ACCENTCARE
AccentCare, Inc.	4,370,043	<i>AccentCare</i> Your Extended Family 
AccentCare, Inc.	4,946,872	ALLIANCE FOR HEALTH, INC.  <small>Dividend Payers Since 1992</small>
AccentCare, Inc.	4,948,060	ALLIANCE FOR HEALTH, INC.  <small>Dividend Payers Since 1992</small>
AccentCare, Inc.	4,434,819	AT HOME COMPANIONS
AccentCare, Inc.	2,696,151	
AccentCare, Inc.	4,644,567	
AccentCare, Inc.	4,249,967	RIGHTPATH
AccentCare, Inc.	4,752,379	ALERT YOUR NURSE

Sta-Home Health & Hospice, Inc.	4,551,366	
Sta-Home Health & Hospice, Inc.	5,144,475	STA-HOME
SEASONS HEALTHCARE MANAGEMENT, LLC	3663751	SEASONS HOSPICE & PALLIATIVE CARE
SEASONS HEALTHCARE MANAGEMENT, LLC	4460118	SEASONS MEDICAL GROUP
SEASONS HEALTHCARE MANAGEMENT, LLC	5386567	Honoring Life. Offering Hope
SEASONS HEALTHCARE MANAGEMENT, LLC	5301227	True Hope
HRS COMPANIES LLC	Appl. No. 90312919	HRS
AccentCare, Inc.	6,032,954	<i>AccentCare</i> 
AccentCare, Inc.	6,032,951	
AccentCare, Inc.	6,032,952	

TRADEMARK APPLICATIONS:

None.

SCHEDULE II

PATENTS:

REGISTERED OWNER	SERIAL NUMBER	DESCRIPTION
AccentCare, Inc.	US 2021/0225496 A1	SYSTEMS AND METHODS FOR SCHEDULING DELIVERY OF HEALTHCARE SERVICES

PATENT APPLICATIONS:

None.

SCHEDULE III

COPYRIGHTS:

REGISTERED OWNER	PUBLICATION NUMBER	TITLE
AccentCare, Inc	TXu001305185	Guardian hospice field guide
AccentCare, Inc.	TXu001326462	Texas Home Health hospice LP field guide.
AccentCare, Inc.	TXu001075243	What everyone needs to know about home care.
Nurses Unlimited, Inc.	TXu001822224	Home & Environmental Modifications.
Nurses Unlimited, Inc.	PAu003633041	Home and Environmental Modifications.
Seasons Hospice and Palliative Care of Maryland	TX00006103871	End of life care, the choice, the journey: preparing to care for elderly African Americans.

COPYRIGHT APPLICATIONS:

None.