

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM841393

<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>
Heartland Home Care, LLC		09/22/2023	Limited Liability Company: OHIO
In Home Health, LLC		09/22/2023	Limited Liability Company: MINNESOTA
HCR Healthcare, LLC		09/22/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Fifth Third Bank, National Association, as Collateral Agent		
<b>Street Address:</b>	5050 Kingsley Drive, Attn: Commercial Post Closing, MD: 1MOC2A		
<b>City:</b>	Cincinnati		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45263		
<b>Entity Type:</b>	Banking Corporation: OHIO		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5064406	HEARTLAND HOME HEALTH	
<b>Registration Number:</b>	5064407	HEARTLAND HOSPICE	
<b>Registration Number:</b>	5064408	HEARTLAND IV CARE	
<b>Registration Number:</b>	4314239	THE HEARTLAND EXPERIENCE	
<b>Registration Number:</b>	1300002	HEARTLAND	
<b>Registration Number:</b>	3026062	HEARTLAND	
<b>Registration Number:</b>	3709181	HEARTLAND CARE PARTNERS	
<b>Registration Number:</b>	3709182	HEARTLAND CARE PARTNERS	
<b>Registration Number:</b>	3603830	HEARTLAND ENRICHING LIFE.	
<b>Registration Number:</b>	3299315	HEARTLAND HOSPICE HOUSE	
<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>	312-201-4000		

OP \$265.00 5064406

**Email:** kristina.bunker@goldbergkohn.com  
**Correspondent Name:** Goldberg Kohn Ltd. c/o Kristina Bunker  
**Address Line 1:** 55 East Monroe Street, Suite 3300  
**Address Line 4:** Chicago, ILLINOIS 60603

**NAME OF SUBMITTER:** Kristina Bunker

**SIGNATURE:** /s/ Kristina Bunker

**DATE SIGNED:** 09/22/2023

**Total Attachments: 5**

source=04 - Trademark Security Agreement#page1.tif  
source=04 - Trademark Security Agreement#page2.tif  
source=04 - Trademark Security Agreement#page3.tif  
source=04 - Trademark Security Agreement#page4.tif  
source=04 - Trademark Security Agreement#page5.tif

**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of September 22, 2023, is made by the undersigned ("Grantors") in favor of Fifth Third Bank, National Association, in its capacity as collateral agent under the Security Agreement described below ("Agent").

**W I T N E S S E T H**

WHEREAS, Grantors, Agent, and certain bondholders from time to time party thereto (the "Bondholders") have entered into a certain Amended and Restated Limited Recourse Guaranty and Security Agreement dated as of September 22, 2023 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the terms of the Security Agreement, each of the Grantors has assigned and granted to Agent, for its benefit and the benefit of the Bondholders, a security interest in certain Intellectual Property owned by any of such Grantors; and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for its benefit and the benefit of the Bondholders, this Agreement for purposes of filing with the United States Patent and Trademark Office (the "USPTO").

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantors agree as follows:

1. Incorporation of Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant of Security Interests. Grantors hereby grant, pledge and collaterally assign to Agent, for its benefit and the benefit of the Bondholders, a continuing security interest in all of such Grantor's right, title and interest in and to the following (the "Trademark Collateral"):

a) each United States federally registered trademark and trademark application listed on Schedule 1,

b) all of the goodwill of the business connected with the use of and symbolized thereby, and

c) all products and proceeds of the foregoing, including without limitation, any claim by such Grantors against third parties for past, present or future (i) infringement or dilution of any Trademark Collateral, or (ii) injury to the goodwill associated with any Trademark Collateral.

3. Collateral Agreement. The security interests granted to Agent herein are granted in furtherance of, and not in limitation of, the security interests granted to Agent pursuant to the Security Agreement. Grantors hereby acknowledge and affirm that the rights and remedies

of 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 Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

4. [Reserved].

5. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which when taken together shall constitute but one contract. Delivery of an executed counterpart to this Agreement by facsimile or other electronic transmission shall be as effective as delivery of a manually signed original.

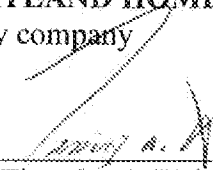
6. Governing Law. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN ANY OF THE BONDHOLDER DOCUMENTS, IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, THIS AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF OHIO (WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICT OF LAWS), AND ANY APPLICABLE LAWS OF THE UNITED STATES. EACH GRANTOR HEREBY CONSENTS AND AGREES THAT THE COURTS OF THE STATE OF OHIO SITTING IN LUCAS COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE NORTHERN DISTRICT OF OHIO, AND ANY APPELLATE COURT FROM ANY THEREOF, SHALL HAVE EXCLUSIVE JURISDICTION TO HEAR AND DETERMINE ANY CLAIMS OR DISPUTES AMONG GRANTORS AND AGENT PERTAINING TO THIS AGREEMENT OR TO ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT.

[signature pages follow]

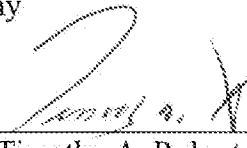
IN WITNESS WHEREOF, Grantors have duly executed this Agreement as of the date first written above.

**GRANTORS:**

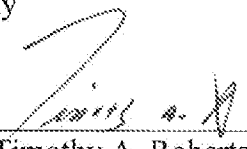
**HEARTLAND HOME CARE, LLC**, an Ohio limited liability company

By:   
Name: Timothy A. Roberts  
Title: Treasurer

**IN HOME HEALTH, LLC**, a Minnesota limited liability company

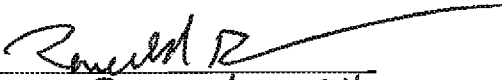
By:   
Name: Timothy A. Roberts  
Title: Treasurer

**HCR HEALTHCARE, LLC**, a Delaware limited liability company

By:   
Name: Timothy A. Roberts  
Title: Treasurer

Agreed and Accepted  
As of the Date First Written Above

**FIFTH THIRD BANK, NATIONAL  
ASSOCIATION**

By:   
Name: Ronald T. Miller  
Its: Vice President

## SCHEDULE 1

TRADEMARKS

Mark	Source	Owner Name	Class	Regis. Number	Regis. Date	Status
HEARTLAND HOME HEALTH and Design	US	HCR Healthcare, LLC	44	5064406	18-OCT-2016	Registered (Sect 8 continued use maintenance documents due 10/18/2022; must file by end of 6 month grace period – 4/18/23)
HEARTLAND HOSPICE and Design	US	HCR Healthcare, LLC	44	5064407	18-OCT-2016	Registered (Sect 8 continued use maintenance documents due 10/18/2022; must file by end of 6 month grace period – 4/18/23)
HEARTLAND IV CARE and Design	US	HCR Healthcare, LLC	44	5064408	18-OCT-2016	Registered (Sect 8 continued use maintenance documents due 10/18/2022; must file by end of 6 month grace period – 4/18/23)
THE HEARTLAND EXPERIENCE	US	HCR Healthcare, LLC	44	4314239	02-APR-2013	Registered
HEARTLAND	US	HCR Healthcare, LLC	44	1300002	09-OCT-1984	Renewed
HEARTLAND and Design	US	HCR Healthcare, LLC	44	3026062	13-DEC-2005	Renewed
HEARTLAND CARE PARTNERS	US	HCR Healthcare, LLC	44	3709181	10-NOV-2009	Renewed
HEARTLAND CARE PARTNERS and Design	US	HCR Healthcare, LLC	44	3709182	10-NOV-2009	Renewed
HEARTLAND ENRICHING LIFE.	US	HCR Healthcare, LLC	44	3603830	07-APR-2009	Renewed
HEARTLAND HOSPICE HOUSE	US	HCR Healthcare, LLC	44	3299315	25-SEPT-2007	Renewed
HEARTPRINT HOME CARE	NE	HEARTLAND HOME CARE, INC.	20 42	10159899	27-MAR-2012	Registered
HEARTLAND I.V. CARE	ND	IN HOME HEALTH, LLC	42	38818300	10-APR-2015	Registered

TRADEMARK