

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM861395

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Intellectual Property Security Agreement Supplement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AccentCare, Inc.		12/12/2023	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	AccentCare Holdings, L.P.		
Street Address:	12 East 49th Street, 45th floor		
Internal Address:	c/o Advent International Corporation		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6987589	ACCENTCARE.	
Registration Number:	6473104	ADVANCEDCARE AT HOME	
Registration Number:	6787825	SAFERPATH	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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>			
Phone:	212-596-9287		
Email:	nicole.mollica@ropesgray.com		
Correspondent Name:	Nicole Mollica, Ropes & Gray LLP		
Address Line 1:	1211 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	AICE-154-006		
NAME OF SUBMITTER:	Nicole Mollica		
SIGNATURE:	/nicole mollica/		
DATE SIGNED:	12/15/2023		
Total Attachments: 4			
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6987589
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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT is entered into as of December 12, 2023 (this “IP Security Agreement Supplement”), by AccentCare, Inc., a Delaware corporation (the “Grantor”) in favor of AccentCare Holdings, L.P., as the Holder under the Notes (as defined below) (in such capacity, the “Holder”).

Reference is made to that certain First Lien Note Pledge and Security Agreement, dated as of July 18, 2023 (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 Grantor and the Holder have entered into that certain First Lien Intellectual Property Security Agreement, dated as of July 18, 2023 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “IP Security Agreement”). Under the terms of the Security Agreement, the Grantor has granted to the Holder a security interest in the Additional IP Collateral (as defined below) and has agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this IP Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this IP Security Agreement Supplement 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, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, 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 the Grantor and regardless of where located (collectively, the “Additional IP Collateral”):

- A. 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; and
- B. all proceeds of the foregoing;

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

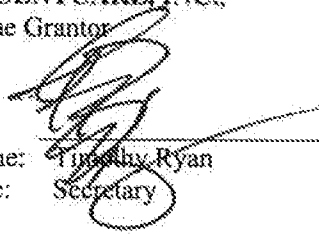
SECTION 3. **Security Agreement.** The security interests granted to the Holder herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Additional 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 IP Security Agreement Supplement 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.

[Signature Pages Follow]

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

ACCENTCARE, INC.,
as the Grantor

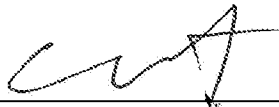
By: 
Name: Timothy Ryan
Title: Secretary

[Signature Page to 1L IPSA Supplement (Senior Note)]

TRADEMARK
REEL: 008289 FRAME: 0554

Accepted and Agreed:

ACCENTCARE HOLDINGS, L.P.,
as the Holder

By: 
Name: Carmine Petrone
Title: President

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
AccentCare, Inc.	6987589	accentCare.
AccentCare, Inc.	6473104	ADVANCEDCARE AT HOME
AccentCare, Inc.	6787825	SAFERPATH