

<b>TRADEMARK ASSIGNMENT COVER SHEET</b>
---

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM862513

<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>
ProCare MSO, LLC		12/20/2023	Limited Liability Company: DELAWARE
Remedi SeniorCare Holding Corporation		12/20/2023	Corporation: MARYLAND
Remedi Technology Holdings, LLC		12/20/2023	Limited Liability Company: MARYLAND
Medicine-On-Time, LLC		12/20/2023	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Bank N.A., as Administrative Agent		
<b>Street Address:</b>	320 S. Canal Street, 14th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 13</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4485650	CONNEXIT	
<b>Registration Number:</b>	3599931	HEALTHIER RESULTS	
<b>Registration Number:</b>	4142889	REMEDI HEALTHCARE	
<b>Registration Number:</b>	3648461	REMEDI SENIORCARE	
<b>Registration Number:</b>	3644568	MY REMEDI	
<b>Registration Number:</b>	3701927	PAXIT	
<b>Registration Number:</b>	5854661	REMEDI SENIORCARE	
<b>Registration Number:</b>	6329202	REMEDI AT HOME	
<b>Registration Number:</b>	3592810		
<b>Registration Number:</b>	1636062	MEDICINE-ON-TIME	
<b>Serial Number:</b>	97896606	CLAREST HEALTH	
<b>Serial Number:</b>	97888413	S CLAREST HEALTH	
<b>Serial Number:</b>	97888389	CAREFIL RX	

CH \$340.00 4485650

**CORRESPONDENCE DATA****Fax Number:** 3129021061*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:** 312-577-8438**Email:** raquel.haleem@katten.com**Correspondent Name:** Raquel Haleem c/o Katten Muchin Rosenman**Address Line 1:** 525 West Monroe Street**Address Line 4:** Chicago, ILLINOIS 60661

<b>NAME OF SUBMITTER:</b>	Raquel Haleem
---------------------------	---------------

<b>SIGNATURE:</b>	/Raquel Haleem/
-------------------	-----------------

<b>DATE SIGNED:</b>	12/20/2023
---------------------	------------

**Total Attachments: 3**

source=07. bmo procare trademarksecurity agreement executed 2023#page1.tif

source=07. bmo procare trademarksecurity agreement executed 2023#page2.tif

source=07. bmo procare trademarksecurity agreement executed 2023#page3.tif

**TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement (this “Trademark Security Agreement”) is made as of December 20, 2023, by ProCare MSO, LLC (“ProCare MSO”) and Remedi SeniorCare Holding Corporation, a Maryland corporation (“Remedi”; together with ProCare MSO, each a “Grantor” and collectively, the “Grantors”), in favor of BMO BANK N.A., in its capacity as Administrative Agent for itself and the other Secured Creditors (together with its successors and assigns in such capacity, “Grantee”).

WHEREAS, each Grantor has adopted, used and is using, and holds all right, title and interest in and to, the applicable trademarks and service marks listed on the attached Schedule A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the “Trademarks”);

WHEREAS, each Grantor has, by joinder or supplement, become party to that certain Pledge and Security Agreement, dated February 3, 2020 (as amended, restated, supplemented, modified or otherwise changed from time to time, the “Security Agreement”), in favor of Grantee; and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Grantee for the benefit of the Secured Creditors, a continuing security interest in all right, title and interest of such Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (collectively, the “Collateral”), as collateral security for the Secured Obligations,

NOW, THEREFORE, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor does hereby grant to the Grantee and grant to the Grantee for the benefit of the Secured Creditors, a continuing security interest in the Collateral as collateral security for the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement (or in the Credit Agreement referenced and defined in the Security Agreement).

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the 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.

This Trademark Security 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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

This Trademark Security Agreement and the rights and duties of the parties hereto shall be construed and determined in accordance with, the laws of the State of New York without regard to conflicts of law principles that would require application of the laws of another jurisdiction.

**[Remainder of page intentionally left blank]**

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

**PROCARE MSO, LLC,**  
a Delaware limited liability company

By: Terrye Enslow  
Name: Terrye Enslow  
Title: President

**REMEDI SENIORCARE HOLDING CORPORATION,**  
a Maryland corporation

By: Terrye Enslow  
Name: Terrye Enslow  
Title: President and Chief Financial Officer

**REMEDI TECHNOLOGY HOLDINGS, LLC,**  
a Maryland limited liability company

By: Terrye Enslow  
Name: Terrye Enslow  
Title: President and Chief Financial Officer

**MEDICINE-ON-TIME, LLC,**  
a Delaware limited liability company

By: Terrye Enslow  
Name: Terrye Enslow  
Title: President

**SCHEDULE A TO TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner/</u>
CONNEXIT	4485650	2/18/14	Remedi SeniorCare Holding Corporation
HEALTHIER RESULTS	3599931	3/31/09	Remedi SeniorCare Holding Corporation
REMEDI HEALTHCARE	4142889	5/15/12	Remedi SeniorCare Holding Corporation
REMEDI SENIORCARE	3648461	6/30/09	Remedi SeniorCare Holding Corporation
MY REMEDI	3644568	6/23/09	Remedi SeniorCare Holding Corporation
PAXIT	3701927	10/27/09	Remedi Technology Holdings, LLC
REMEDI SENIORCARE	5854661	9/10/19	Remedi SeniorCare Holding Corporation
REMEDI AT HOME	6329202	4/20/21	Remedi SeniorCare Holding Corporation
<i>Design Only</i>	3592810	3/17/09	Remedi SeniorCare Holding Corporation
MEDICINE-ON-TIME	1,636,062	02/26/1991	Medicine-On-Time, LLC

Trademark Application

<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Owner/</u>
Clarest Health	97896606	04/19/23	ProCare MSO, LLC
C Clarest Health	97888413	04/14/23	ProCare MSO, LLC
CareFil RX	97888389	04/14/23	ProCare MSO, LLC