

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM866067

<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>
Emerus Holdings, Inc.		01/05/2024	Corporation: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Capital One, National Association, as Collateral Agent		
<b>Street Address:</b>	2 Bethesda Metro Center, Suite 1000		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	6174459	HEALTHCARING IS OUR CALLING	
<b>Registration Number:</b>	6164113		
<b>Registration Number:</b>	6523015	EMERUS HEALTHCARING IS OUR CALLING	
<b>Registration Number:</b>	6481605	EMERUS	
<b>Registration Number:</b>	6481596	EMERUS	
<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>	3129932652		
<b>Email:</b>	HEATHER.POITRAS@LW.COM		
<b>Correspondent Name:</b>	Heather Poitras		
<b>Address Line 1:</b>	330 North Wabash Avenue, Suite 2800		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60611		
<b>ATTORNEY DOCKET NUMBER:</b>	058913-0043 HP		
<b>NAME OF SUBMITTER:</b>	Heather Poitras		
<b>SIGNATURE:</b>	/hp/		
<b>DATE SIGNED:</b>	01/05/2024		
<b>Total Attachments: 5</b>			

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source=Emerus - Trademark Security Agreement#page5.tif

TRADEMARK SECURITY AGREEMENT, dated as of January 5, 2024 (the "Agreement"), by and among Emerus Holdings, Inc., a Delaware corporation (the "Grantor") and CAPITAL ONE, NATIONAL ASSOCIATION, in its capacity as Collateral Agent (the "Collateral Agent").

Reference is made to the Guarantee and Collateral Agreement dated as of January 5, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors (as defined therein) and the Collateral Agent. The Lenders have agreed to extend credit to the Grantor, subject to the terms and conditions set forth in the Credit Agreement dated as of January 5, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). The Grantor will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, 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 Credit Agreement or the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Security Agreement, hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

- (a) all trademarks, service marks, trade names, domain names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of any registration issuing from such intent-to-use trademark applications under applicable federal law), and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks");
- (b) all goodwill associated with or symbolized by the Trademarks and all other assets, rights and interests that uniquely reflect or embody such goodwill;
- (c) any and all claims for damages and injunctive relief for past, present and future infringement, misuse or misappropriation with respect to any of the Trademarks, with the right, but not the obligation to sue for and collect or otherwise recover, such damages; and
- (d) all proceeds, income, royalties and other payments now or hereafter due and payable to Grantor with respect to the Trademarks.

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

remedies of the Collateral 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.

SECTION 4. Termination. Upon the payment in full of the Obligations (other than contingent indemnification obligations not then due and payable) and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Agreement.

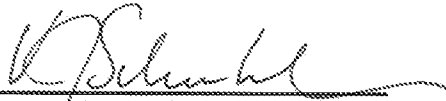
SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

*[Signature Page Follows]*

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

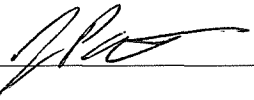
EMERUS HOLDINGS, INC.,  
as the Grantor

By:   
Name: Victor Schmerbeck  
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 008309 FRAME: 0342**

CAPITAL ONE, NATIONAL ASSOCIATION,  
as Collateral Agent

By.   
Name: Jay Patel  
Title: Duly Authorized Signatory

Schedule I

TRADEMARKS OWNED BY GRANTOR

Trademark Registrations

Mark	Jurisdiction	Registration Number	Registration Date	Current Owner of Record
HEALTHCARING IS OUR CALLING	United States	6174459	7/28/2020	Emerus Holdings, Inc.
DESIGN ONLY	United States	6164113	9/29/2020	Emerus Holdings, Inc.
EMERUS HEALTHCARING IS OUR CALLING	United States	6523015	10/19/2021	Emerus Holdings, Inc.
EMERUS	United States	6481605	9/14/2021	Emerus Holdings, Inc.
EMERUS	United States	6481596	9/14/2021	Emerus Holdings, Inc.

Trademark Applications

None.