

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM867992

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Clarest Health AI, LLC		12/20/2023	Limited Liability Company: DELAWARE
Medicine-On-Time, 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
ProCare MSO LLC		12/20/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	HCC Investments, LLC, as Administrative Agent		
Street Address:	2300 W. Sahara Ave., Suite 800		
City:	Las Vegas		
State/Country:	NEVADA		
Postal Code:	89102		
Entity Type:	Limited Liability Company: NEVADA		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	4485650	CONNEXIT	
Registration Number:	3599931	HEALTHIER RESULTS	
Registration Number:	4142889	REMEDI HEALTHCARE	
Registration Number:	3648461	REMEDI SENIORCARE	
Registration Number:	3644568	MY REMEDI	
Registration Number:	3701927	PAXIT	
Registration Number:	5854661	REMEDI SENIORCARE	
Registration Number:	6329202	REMEDI AT HOME	
Registration Number:	3592810		
Registration Number:	1636062	MEDICINE-ON-TIME	
Registration Number:	6548102	CSS HEALTH	
Serial Number:	97896606	CLAREST HEALTH	

CH \$365.00 4485650

Property Type	Number	Word Mark
Serial Number:	97888413	S CLAREST HEALTH
Serial Number:	97888389	CAREFIL RX

CORRESPONDENCE DATA

Fax Number: 3129847700

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: 312-372-2000

Email: jmikulina@mwe.com, kdelcoure@mwe.com, ipdocketchicago@mwe.com

Correspondent Name: Jennifer M. Mikulina

Address Line 1: McDermott Will & Emery LLP

Address Line 2: 444 West Lake Street, Suite 4000

Address Line 4: Chicago, ILLINOIS 60606-0029

ATTORNEY DOCKET NUMBER:	113421-0013
NAME OF SUBMITTER:	Jennifer M. Mikulina
SIGNATURE:	/Jennifer M. Mikulina/
DATE SIGNED:	01/12/2024

Total Attachments: 5

- source=Heritage-Clarest-Trademark Security Agreement-Executed-Updated#page1.tif
- source=Heritage-Clarest-Trademark Security Agreement-Executed-Updated#page2.tif
- source=Heritage-Clarest-Trademark Security Agreement-Executed-Updated#page3.tif
- source=Heritage-Clarest-Trademark Security Agreement-Executed-Updated#page4.tif
- source=Heritage-Clarest-Trademark Security Agreement-Executed-Updated#page5.tif

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "Trademark Security Agreement") is made as of December 20, 2023 by and among Clarest Health AI, LLC, a Delaware limited liability company ("Clarest AI"), Medicine-On-Time, LLC, a Delaware limited liability company ("Medicine-On-Time"), Remedi SeniorCare Holding Corporation, a Maryland corporation ("Remedi"), Remedi Technology Holdings, LLC, a Maryland limited liability company ("Remedi Technology") and ProCare MSO LLC, a Delaware limited liability company ("ProCare"; together with Clarest AI, Medicine-On-Time, Remedi and Remedi Technology, each a "Grantor" and collectively, the "Grantors"), in favor of HCC Investments, LLC, 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 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 become party to that certain Second Lien Security Agreement, dated December 20, 2023 (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.

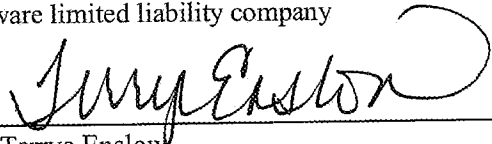
This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart 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.

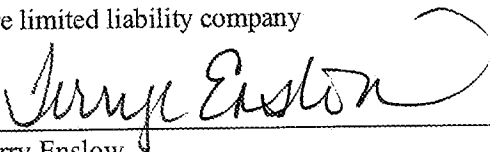
[Remainder of page intentionally left blank]

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.

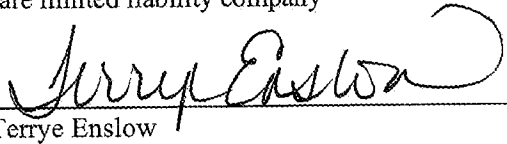
PROCARE MSO, LLC,
a Delaware limited liability company

By: 
Name: Terrye Enslow
Title: President

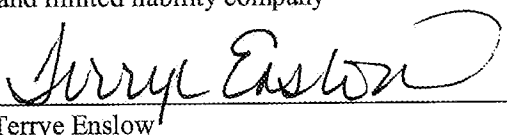
CLAREST HEALTH AI, LLC,
a Delaware limited liability company

By: 
Name: Terry Enslow
Title: President

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

By: 
Name: Terrye Enslow
Title: President

REMEDI TECHNOLOGY HOLDINGS, LLC,
a Maryland limited liability company


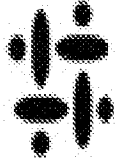
By: 
Name: Terrye Enslow
Title: President and Chief Financial Officer

REMEDI SENIORCARE HOLDING CORPORATION,
a Maryland corporation


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

SCHEDULE A TO TRADEMARK SECURITY AGREEMENT

Trademark Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>
CONNEXIT	4485650	2/18/2014	Remedi SeniorCare Holding Corporation
HEALTHIER RESULTS	3599931	3/31/2009	Remedi SeniorCare Holding Corporation
REMEDI HEALTHCARE	4142889	5/15/2012	Remedi SeniorCare Holding Corporation
REMEDI SENIORCARE	3648461	6/30/2009	Remedi SeniorCare Holding Corporation
MY REMEDI	3644568	6/23/2009	Remedi SeniorCare Holding Corporation
PAXIT	3701927	10/27/2009	Remedi Technology Holdings, LLC
REMEDI SENIORCARE	5854661	9/10/2019	Remedi SeniorCare Holding Corporation
REMEDI AT HOME 	6329202	4/20/2021	Remedi SeniorCare Holding Corporation
	3592810	3/17/2009	Remedi SeniorCare Holding Corporation
MEDICINE ON TIME	1636062	2/26/1991	Medicine-On-Time LLC
CSS HEALTH	6548102	11/02/2021	Clarest Health AI, LLC
WEBSTERSYSTEM & design	244544	5/09/1980	Medicine-On-Time LLC
MEDICASE	1317902	1/21/2008	Medicine-On-Time LLC

Trademark Applications:

<u>Trademark</u>	<u>Application No.</u>	<u>Application Date</u>	<u>Applicant</u>
Clarest Health	97896606	4/19/23	ProCare MSO LLC
 Clarest Health	97888413	4/14/23	ProCare MSO LLC
CareFil RX	97888389	4/14/23	ProCare MSO LLC