

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI19594

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AOC TX, LLC		02/09/2024	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Company Name:	BMO Bank N.A., as Administrative Agent		
Street Address:	320 South Canal Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	98255127	CALLING ALL ANGELS TOY DRIVE	
Registration Number:	5322765	ANGELS OF CARE PEDIATRIC HOME HEALTH	
Registration Number:	2879155	NURSING SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	(800)927-9801		
Email:	jean.paterson@cscglobal.com		
Correspondent Name:	CSC -J. Paterson		
Address Line 1:	19 West 44th Street		
Address Line 2:	Suite 200		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Jean Paterson		
SIGNATURE:	Jean Paterson		
DATE SIGNED:	02/12/2024		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of February 9, 2024 (this “**Trademark Security Agreement**”), by AOC TX, LLC, a Texas limited liability company and PORTRUSH, LLC, a Minnesota limited liability company (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of BMO BANK N.A., in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement, dated as of February 9, 2024 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Administrative Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement or the Credit Agreement and used herein have the respective meaning given to them in the Security Agreement or the Credit Agreement, as applicable.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby assigns and pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor: (a) the Trademarks of such Grantor listed on Schedule I attached hereto, (b) all goodwill connected with the use of and symbolized thereby, (c) all income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future breach or violations thereof, (d) all rights to sue for past, present and future infringements, dilutions or other violations thereof, and (e) all other rights, priorities, and privileges accruing thereunder or pertaining thereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable

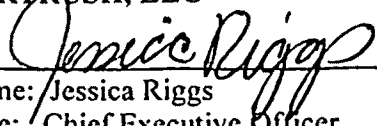
form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. The terms of Sections 10.15 and 10.16 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]

AOC TX, LLC
PORTRUSH, LLC

By: 
Name: Jessica Riggs
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

BMO BANK N.A., as the Administrative Agent

By: 

Name: Ross Anstaett

Title: Director

Schedule I
Trademark Registrations and Use Applications

Registrations:

Registrations and Applications:

Owner	Mark/Name	Status	Registration Date	Application No. Registration No.
AOC TX, LLC	Angels of Care Pediatric Home Health	Registered	October 31, 2017	5322765
Portrush, LLC	Nursing Solutions & Design  Nursing Solutions	Registered	August 31, 2004	2879155
AOC TX, LLC (d/b/a Angels of Care (Texas Limited Liability Company))	CALLING ALL ANGELS TOY DRIVE	Pending Application	Filed: November 4, 2023	98255127