

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI109551

<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>
SH Franchising, LLC		03/20/2024	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Company Name:</b>	CCP Agency, LLC, as administrative agent		
<b>Street Address:</b>	360 S Rosemary Avenue, Suite #1700		
<b>City:</b>	West Palm Beach		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33401		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3527060	SENIOR HELPERS	
<b>Registration Number:</b>	3072314	SENIOR HELPERS	
<b>Registration Number:</b>	4035118	SENIOR HELPERS CARE AND COMFORT AT A MOMENT'S NOTICE.	
<b>Registration Number:</b>	4105011	SENIOR GEMS	
<b>Registration Number:</b>	4054177	CARE AND COMFORT AT A MOMENT'S NOTICE.	
<b>Registration Number:</b>	7002832	SENIOR HELPERS SMARTCARE PLAN	
<b>Registration Number:</b>	6995874	FLEXHOME BY SENIOR HELPERS	
<b>Registration Number:</b>	7217143	SENIOR HELPERS FLEXHOME	
<b>Registration Number:</b>	7224853	SENIOR HELPERS PEACE OF MIND SERVICE	
<b>Registration Number:</b>	7293564	SENIOR HELPERS SENIOR CARE, ONLY BETTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3129021061		
<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>	3125778438		
<b>Email:</b>	raquel.haleem@katten.com		
<b>Correspondent Name:</b>	Raquel Haleem c/o Katten Muchin		
<b>Address Line 1:</b>	525 West Monroe Street		

CH \$265.00.00 77427435

<b>Address Line 4:</b>	Chicago, ILLINOIS 60661
<b>NAME OF SUBMITTER:</b>	Raquel Haleem
<b>SIGNATURE:</b>	Raquel Haleem
<b>DATE SIGNED:</b>	03/20/2024
<b>Total Attachments: 6</b> source=Project Raptor - Trademark Security Agreement (Executed)_(106443279_1)#page1.tif source=Project Raptor - Trademark Security Agreement (Executed)_(106443279_1)#page2.tif source=Project Raptor - Trademark Security Agreement (Executed)_(106443279_1)#page3.tif source=Project Raptor - Trademark Security Agreement (Executed)_(106443279_1)#page4.tif source=Project Raptor - Trademark Security Agreement (Executed)_(106443279_1)#page5.tif source=Project Raptor - Trademark Security Agreement (Executed)_(106443279_1)#page6.tif	

**TRADEMARK SECURITY AGREEMENT**

**Trademark Security Agreement**, dated as of March 20, 2024 (this “**Trademark Security Agreement**”), by SH Franchising, LLC, a Delaware limited liability company (the “**Grantor**”), in favor of CCP Agency, LLC, 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 Grantor is party to that certain Security Agreement, dated as of March 20, 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 Grantor is 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 Grantor hereby agrees with the Administrative Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. The 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 the Grantor: Trademarks of the Grantor listed on Schedule I attached hereto.

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 Grantor hereby acknowledges and affirms 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 the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the security interest in the Trademarks under this Trademark Security Agreement or any other Loan Document.

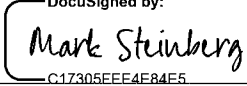
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute ne and the same instrument. Delivery by telecopier, .pdf or other electronic

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]*

**SH FRANCHISING, LLC,**  
as the Grantor

DocuSigned by:  
  
By: \_\_\_\_\_  
Name: Mark Steinberg  
Title: Chief Financial Officer




CCP AGENCY, LLC,  
as the Administrative Agent

By: \_\_\_\_\_  
DocuSigned by:  
*Greg Reynolds*  
CCBA398EFC34B0...

Name: **Greg Reynolds**  
Title: **Partner**

**Schedule I**  
**Trademark Registrations and Use Applications**

**Registrations:**

<b>Owner</b>	<b>Mark/Name</b>	<b>Registration Date</b>	<b>Registration No.</b>
SH Franchising, LLC, DBA Senior Helpers	SENIOR HELPERS	Nov 4, 2008	3527060
SH Franchising, LLC	SENIOR HELPERS and Design 	Mar 21, 2006	3072314
SH Franchising, LLC, DBA Senior Helpers	SENIOR HELPERS CARE AND COMFORT AT A MOMENT'S NOTICE. and Design 	Oct 4, 2011	4035118
SH Franchising, LLC, DBA Senior Helpers	SENIOR GEMS	Feb 28, 2012	4105011
SH Franchising, LLC, DBA Senior Helpers	CARE AND COMFORT AT A MOMENT'S NOTICE.	Nov 8, 2011	4054177
SH Franchising LLC, DBA Senior Helpers	SENIOR HELPERS SMARTCARE PLAN	Mar 21, 2023	7002832
SH Franchising LLC, DBA Senior Helpers	FLEXHOME BY SENIOR HELPERS	Mar 7, 2023	6995874
SH Franchising, LLC, DBA Senior Helpers	SENIOR HELPERS FLEXHOME	Nov 14, 2023	7217143
SH Franchising, LLC, DBA SH Franchising, LLC Senior Helpers	SENIOR HELPERS PEACE OF MIND SERVICE	Nov 21, 2023	7224853
SH Franchising, LLC, DBA Senior Helpers	SENIOR HELPERS SENIOR CARE, ONLY BETTER and Design  Senior Care, Only Better.	Jan 30, 2024	7293564

**Applications:**

None.