

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM390506

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Heritage Enterprises, Inc.		07/06/2016	Corporation: ILLINOIS
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	135 S LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4216387	HAPPY TO OBLIGE H TO O	
Registration Number:	4302114	HERITAGE HEALTH THERAPY & SENIOR CARE	
Registration Number:	4546672	GREEN TREE PHARMACY	
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>			
Email:	evoorheis@mcguirewoods.com		
Correspondent Name:	Emily S. Voorheis		
Address Line 1:	800 East Canal Street		
Address Line 2:	Gateway Plaza		
Address Line 4:	Richmond, VIRGINIA 23219		
NAME OF SUBMITTER:	Emily S. Voorheis		
SIGNATURE:	/Emily S. Voorheis/		
DATE SIGNED:	07/06/2016		
Total Attachments: 5			
source=Fully Executed Trademark Security Agreement#page1.tif			
source=Fully Executed Trademark Security Agreement#page2.tif			
source=Fully Executed Trademark Security Agreement#page3.tif			
source=Fully Executed Trademark Security Agreement#page4.tif			

OP \$90.00 4216387

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), dated as of June 30, 2016, is made by HERITAGE ENTERPRISES, INC., an Illinois corporation, HERITAGE MANOR REAL ESTATE, LLC, an Illinois limited liability company; HERITAGE MANOR REAL ESTATE LLC, BEARDSTOWN SOUTH; HERITAGE MANOR REAL ESTATE LLC, BLOOMINGTON; HERITAGE MANOR REAL ESTATE LLC, CARLINVILLE; HERITAGE MANOR REAL ESTATE LLC, EL PASO; HERITAGE MANOR REAL ESTATE LLC, ELGIN; HERITAGE MANOR REAL ESTATE LLC, GIBSON CITY; HERITAGE MANOR REAL ESTATE LLC, JACKSONVILLE; HERITAGE MANOR REAL ESTATE LLC, MENDOTA; HERITAGE MANOR REAL ESTATE LLC, MINONK; HERITAGE MANOR REAL ESTATE LLC, MT. STERLING; HERITAGE MANOR REAL ESTATE LLC, MT. ZION; HERITAGE MANOR REAL ESTATE, LLC, NORMAL; HERITAGE MANOR REAL ESTATE LLC, PANA; HERITAGE MANOR REAL ESTATE LLC, PERU; HERITAGE MANOR REAL ESTATE LLC, STAUNTON; and HERITAGE MANOR REAL ESTATE LLC, STREATOR, each of which is a series of HERITAGE MANOR REAL ESTATE, LLC, an Illinois limited liability company; HERITAGE MANOR-BEARDSTOWN SOUTH, LLC, an Illinois limited liability company; HERITAGE MANOR-BLOOMINGTON, LLC, an Illinois limited liability company; HERITAGE MANOR-CARLINVILLE, LLC, an Illinois limited liability company; HERITAGE MANOR-CHILLICOTHE, LLC, an Illinois limited liability company; HERITAGE MANOR-DWIGHT, LLC, an Illinois limited liability company; HERITAGE MANOR-EL PASO, LLC, an Illinois limited liability company; HERITAGE MANOR-ELGIN, LLC, an Illinois limited liability company; HERITAGE MANOR-GIBSON CITY, LLC, an Illinois limited liability company; HERITAGE MANOR-GILLESPIE, LLC, an Illinois limited liability company; BARTON W. STONE-JACKSONVILLE, LLC, an Illinois limited liability company; HERITAGE MANOR-LITCHFIELD, LLC, an Illinois limited liability company; HERITAGE MANOR-MENDOTA, LLC, an Illinois limited liability company; HERITAGE MANOR-MINONK, LLC, an Illinois limited liability company; HERITAGE MANOR-MT. STERLING, LLC, an Illinois limited liability company; HERITAGE MANOR-MT. ZION, LLC, an Illinois limited liability company; HERITAGE MANOR-NORMAL, LLC, an Illinois limited liability company; HERITAGE MANOR-PANA, LLC, an Illinois limited liability company; HERITAGE MANOR-PERU, LLC, an Illinois limited liability company; HERITAGE MANOR-STAUNTON, LLC, an Illinois limited liability company; HERITAGE MANOR-STREATOR, LLC, an Illinois limited liability company, HERITAGE OPERATIONS GROUP, LLC, an Illinois limited liability company, EVERGREEN PLACE INDIANAPOLIS LLC, an Illinois limited liability company; and GREEN TREE PHARMACY, INC., an Illinois corporation (each, a "Borrower" and collectively, "Borrowers"), in favor of BANK OF AMERICA, N.A., a national banking association (including any Lending Office, the "Lender").

W I T N E S S E T H:

WHEREAS, the Borrowers and the Lender have entered into that certain Second Amended and Restated Loan Agreement, dated as of even date herewith (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), which,

among other things, amends and restates that certain Amended and Restated Loan Agreement, dated as of February 28, 2011, by and between certain of Borrowers and Lender (the "Original Loan Agreement");

WHEREAS, pursuant to the Loan Agreement, the Lender has agreed to make available to the Borrowers the revolving loan credit facility, the term loan credit facility and the multi-draw term loan credit facility and to make certain other modifications to the Original Loan Agreement by amending and restating the Original Loan Agreement as set forth in the Loan Agreement;

WHEREAS, pursuant to the Loan Agreement, the Borrowers thereto pledged and granted to the Lender a security interest in all of their right, title and interest in Intellectual Property, including without limitation the Trademarks; and

WHEREAS, the Borrowers have duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lender to enter into the Loan Agreement and to induce the Lender to make or to continue to make its respective extensions of credit and other financial accommodations to the Borrowers thereunder, each Borrower hereby agrees, for the benefit of the Lender, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Loan Agreement.

SECTION 2. Grant of Security Interest. Each Borrower hereby pledges and grants to the Lender, to secure the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, a security interest in all of its right, title and interest in, to and under such Borrower's Trademarks (including, without limitation, those items listed on Schedule A hereto), whether now owned by, or hereafter acquired by such Borrower (including under any trade name or derivations thereof).


SECTION 3. Purpose. This Agreement has been executed and delivered by Borrowers for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lender in connection with the Loan Agreement and is expressly subject to the terms and conditions thereof. The Loan Agreement and any and all other security agreements providing for the grant of a security interest in any of the Intellectual Property of any of the Borrowers to the Lender, in each case as amended, amended and restated, supplemented, or otherwise modified from time to time, and all rights and remedies of the Lender under all of the foregoing, shall remain in full force and effect in accordance with their terms.

SECTION 4. Acknowledgment. Each Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Trademarks granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

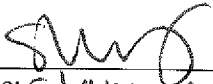
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

HERITAGE ENTERPRISES, INC., an Illinois corporation

By: 
Name: Benjamin Hart
Title: President

BANK OF AMERICA, N.A., a national
banking association, as Lender

By: 
Name: Shannon Westberg
Title: SVP



[Trademark Security Agreement Signature Page]

TRADEMARK
REEL: 005829 FRAME: 0515

Schedule A

TRADEMARKS

U.S. Trademark Applications

<u>Borrower</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Application No.</u>	<u>Registration No.</u>
Heritage Enterprises, Inc.	HAPPY TO OBLIGE H TO O 	June 30, 2011	85/360,519	4,216,387
Heritage Enterprises, Inc.	HERITAGE HEALTH THERAPY & SENIOR CARE 	Jun. 30, 2011	85/360,407	4,302,114
Heritage Enterprises, Inc.	GREEN TREE PHARMACY	August 7, 2013	86/030,926	4,546,672