

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM419918

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ANDVENTURE, INC.		03/16/2017	Corporation: PENNSYLVANIA
CARE UNLIMITED, INC.		03/16/2017	Corporation: PENNSYLVANIA
EPIC HEALTH SERVICES, INC.		03/16/2017	Corporation: DELAWARE
EPIC PEDIATRIC THERAPY, L.P.		03/16/2017	Limited Partnership: TEXAS
LOVING CARE AGENCY, INC.		03/16/2017	Corporation: NEW JERSEY
MEDCO RESPIRATORY INSTRUMENTS, INCORPORATED		03/16/2017	Corporation: TEXAS
PEDIATRIA HEALTHCARE LLC		03/16/2017	Limited Liability Company: DELAWARE
PEDIATRIC SERVICES OF AMERICA, INC.		03/16/2017	Corporation: GEORGIA
PEDIATRIC SPECIAL CARE, INC.		03/16/2017	Corporation: MICHIGAN
RECEIVING PARTY DATA			
Name:	ROYAL BANK OF CANADA, as the Collateral Agent		
Street Address:	20 King Street West, 4th Floor		
City:	Toronto		
State/Country:	ONTARIO		
Postal Code:	M5H 1C4		
Entity Type:	Bank: CANADA		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Serial Number:	87080780	STORK WATCH GIVING LIFE A GOOD START HOM	
Serial Number:	85957079	P.E.E.P.	
Serial Number:	85420825	LINKS2CARE	
Serial Number:	85380896	SANTÉ PEDIATRIC SERVICES WHERE KIDS COME	
Serial Number:	78844644	LOVING CARE	

CH \$490.00 87080780

Property Type	Number	Word Mark
Serial Number:	78844415	LOVING CARE AGENCY
Serial Number:	74284536	PEDIATRIC SPECIAL CARE
Serial Number:	86029892	
Serial Number:	77054794	
Serial Number:	85793175	PEDIATRIA HEALTHCARE
Serial Number:	78803326	PEDIATRIA HEALTHCARE
Serial Number:	85558631	NURSES ARE THE HEARTBEAT OF PSA
Serial Number:	85558533	PSA HEALTHCARE
Serial Number:	85558582	PSAHEALTHCARE
Serial Number:	85558609	TRUSTED CARE
Serial Number:	85558615	TRUSTEDCARE
Serial Number:	77188260	ALWAYS AT HOME
Serial Number:	87316273	AVEANNA
Serial Number:	87363598	AVEANNA HEALTHCARE

CORRESPONDENCE DATA

Fax Number: 2123037064

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: 212.318.6824

Email: christinedionne@paulhastings.com

Correspondent Name: Christine Dionne c/o Paul Hastings LLP

Address Line 1: 200 Park Avenue, 28th Floor

Address Line 4: New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	95636.00002
NAME OF SUBMITTER:	Christine Dionne
SIGNATURE:	/Christine Dionne/
DATE SIGNED:	03/16/2017

Total Attachments: 7

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SECOND LIEN GRANT OF
SECURITY INTEREST IN TRADEMARK

This SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARK, dated as of March 16, 2017 (this "Agreement"), is made by Epic Health Services, Inc., a Delaware corporation, Medco Respiratory Instruments Incorporated, a Texas corporation, AndVenture, Inc., a Pennsylvania corporation, Loving Care Agency, Inc., a New Jersey corporation, Santé GP LLC, a Delaware limited liability company, PEDIATRIA HealthCare LLC, a Delaware limited liability company, Pediatric Special Care, Inc., a Michigan corporation, Care Unlimited, Inc., a Pennsylvania corporation, and Pediatric Services of America, Inc., a Georgia corporation (each a "Grantor", and collectively the "Grantors"), in favor of the Collateral Agent for the benefit of the Secured Parties from time to time party to the Second Lien Credit Agreement, dated as of March 16, 2017 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, refinanced, extended, restructured or replaced from time to time, the "Credit Agreement"), among BCPE Eagle Intermediate Holdings, LLC, a Delaware limited liability company, BCPE Eagle Buyer LLC, a Delaware limited liability company (as further defined in Section 1.1 of the Credit Agreement, the "Borrower"), the Lenders from time to time party thereto, Royal Bank of Canada, as the Administrative Agent, the Collateral Agent, a Letter of Credit Issuer, the Swingline Lender and a Lender, and the other parties party thereto.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make their respective loans to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries of the Borrower that become a party thereto, have executed and delivered a Second Lien Security Agreement, dated as of March 16, 2017 in favor of the Collateral Agent (as the same may be amended, restated, amended and restated, supplemented, replaced, refinanced, extended, restructured or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantors have pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make the Loans to the Borrower, the Grantors hereby agree with the Collateral Agent, for the benefit of the Secured Parties, as follows:

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 Credit Agreement or the Security Agreement, as applicable.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, the Grantors hereby grant a security interest in all of its right, title and interest in, to and under the Trademarks, to the extent owned by the Grantors (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for payment when due of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of each Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States

Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.]

3. Purpose. This Agreement has been executed and delivered by the Grantors for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.4 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the Security Interest in the Trademark of such Grantor under this Grant of security interest in Trademark.

5. Acknowledgment. The Grantors does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to be originals and shall constitute one and the same instrument.

7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature pages follow]

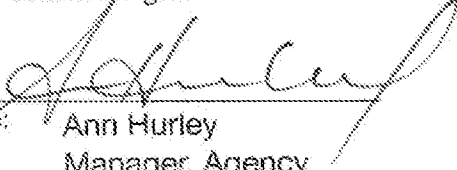
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

ANDVENTURE, INC.
CARE UNLIMITED, INC.
EPIC HEALTH SERVICES, INC., a Delaware corporation
EPIC PEDIATRIC THERAPY, L.P. (f/k/a Santé Rehabilitation,
L.P.)
LOVING CARE AGENCY, INC.
MEDCO RESPIRATORY INSTRUMENTS, INCORPORATED
PEDIATRIA HEALTHCARE LLC
PEDIATRIC SERVICES OF AMERICA, INC., a Georgia
corporation
PEDIATRIC SPECIAL CARE, INC.,
as Grantors

By: David Hagey
Name: David Hagey
Title: Chief Financial Officer

[Grant of Security Interest in Trademark]


ROYAL BANK OF CANADA
as the Collateral Agent

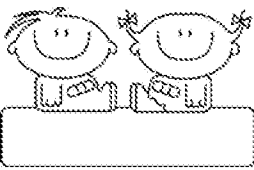
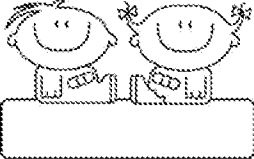


By: 
Name: Ann Hurley
Title: Manager, Agency

[Grant of Security Interest in Trademark]

SCHEDULE A

U.S. Trademark Registrations and Applications

Mark	Owner	Application Number	Application Date	Registration Number	Registration Date
Eagle Marks:					
STORK WATCH GIVING LIFE A GOOD START HOME CARE SERVICES FOR MOTHER AND BABIES	Epic Health Services, Inc.	87080780	6/22/2016	—	—
P.E.E.P. Cross References: PEEP	Medco Respiratory Instruments, Incorporated d/b/a Medco Medical Supply, Inc.	85957079	6/11/2013	4602644	9/9/2014
LINKS2CARE Cross References: LINKS 2 CARE, LINKS TO CARE	AndVenture, Inc.	85420825	9/12/2011	4193335	8/21/2012
SANTÉ PEDIATRIC SERVICES WHERE KIDS COME FIRST Cross References: SANTE PEDIATRIC SERVICES WHERE KIDS COME 1ST Translation: HEALTH PEDIATRIC SERVICES WHERE KIDS COME 1ST	Sante Rehabilitation, L.P. composed of Santé GP, LLC	85380896	7/26/2011	4170501	7/10/2012
LOVING CARE	Loving Care Agency, Inc.	78844644	3/23/2006	3378608	2/5/2008
LOVING CARE AGENCY	Loving Care Agency, Inc.	78844415	3/23/2006	3317512	10/23/2007
 Pediatric Special Care	Pediatric Special Care, Inc.	74284536	6/15/1992	1766394	4/20/1993

Mark	Owner	Application Number	Application Date	Registration Number	Registration Date
Design Only 	Pediatric Healthcare LLC	86029892	8/6/2013	4504965	1/4/2014
Design Only 	Pediatric Healthcare LLC	77054794	12/1/2006	3436923	5/27/2008
PEDIATRIA HEALTHCARE Cross References: PEDIATRIA HEALTHCARE	Pediatric Healthcare LLC	85793175	12/3/2012	4379358	8/6/2013
PEDIATRIA HEALTHCARE Cross References: PEDIATRIA HEALTHCARE	Pediatric Healthcare LLC	78803326	1/31/2006	3295457	9/18/2007
Iliad Marks:					
Nurses are the Heartbeat of PSA	Pediatric Services of America, Inc.	85558631	3/2/2012	4,221,665	10/9/2012
PSA Healthcare	Pediatric Services of America, Inc.	85558533	3/2/2012	4,419,284	10/15/2013
	Pediatric Services of America, Inc.	85558582	3/2/2012	4,311,832	4/2/2013
Trusted Care	Pediatric Services of America, Inc.	85558609	3/2/2012	4,343,657	5/28/2013
	Pediatric Services of America, Inc.	85558615	3/2/2012	4,347,719	6/4/2013

Mark	Owner	Application Number	Application Date	Registration Number	Registration Date
Always at Home	Care Unlimited, Inc.	77188260	5/23/2007	3,460,593	7/8/2008
Aveanna	Pediatric Services of America, Inc.	87316273	1/27/2017	N/A	N/A
Aveanna Healthcare	Pediatric Services of America, Inc.	87363598	3/8/2017	N/A	N/A