

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM499934

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
THERAPY SUPPORT, INC.		11/27/2018	Corporation: MISSOURI
HOSPICE CLOUD, INC.		11/27/2018	Corporation: TEXAS
RECEIVING PARTY DATA			
Name:	ALLY BANK		
Street Address:	300 Park Avenue, 4th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Private Bank: UTAH		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	4229308	EQUIPPING YOU FOR LIFE	
Registration Number:	4055444	THERAPY SUPPORT	
Registration Number:	2978748	THERA-HEAL	
Registration Number:	5116222	HOSPICECLOUD	
Serial Number:	86457444	HOSPICECLOUD	
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:	212-655-3320		
Email:	pwright@chapman.com		
Correspondent Name:	Chapman and Cutler LLP		
Address Line 1:	1270 Avenue of the Americas, 30th Floor		
Address Line 2:	Patricia A Wright		
Address Line 4:	New York, NEW YORK 10020		
NAME OF SUBMITTER:	Patricia A. Wright		
SIGNATURE:	/Patricia A. Wright/		
DATE SIGNED:	11/29/2018		

OP \$140.00 4229308

Total Attachments: 7

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

THIS AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of November 27, 2018, is made by **THERAPY SUPPORT, INC.** (“TSI”) and **HOSPICE CLOUD, INC.** (“Hospice Cloud”, together with TSI and each Person that becomes a Grantor hereunder pursuant to a joinder agreement, each, a “Grantor” and collectively, the “Grantors”), in favor of **ALLY BANK** (“Ally”), as agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Lenders (as defined below).

W I T N E S S E T H:

WHEREAS, pursuant to that certain Amended and Restated Loan and Security Agreement dated of even date herewith (as amended, restated or supplemented from time to time, the “Loan Agreement”), by and among **NATIONAL HME, INC.**, a Texas corporation (“Borrower”), the Guarantors from time to time party thereto (collectively with Borrower, the “Loan Parties”), the Lenders from time to time party thereto and Ally, for itself as a Lender and as Agent, (i) Lenders have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein and (ii) to secure the payment and performance of the Obligations, each Grantor has agreed to enter into this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce Lenders and Agent to enter into the Loan Agreement and to induce Lenders to make their respective extensions of credit to Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Loan Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. To secure the payment and performance of the Obligations, each Grantor hereby grants to Agent, for the benefit of Agent and Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto (except for Excluded Assets);
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Loan Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Loan Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency or conflict between this Agreement and the Loan Documents, the Loan Documents shall supersede this Agreement.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. This Agreement may be executed via telecopier, facsimile transmission or other electronic method.

Section 6. Governing Law. This Agreement and the rights and obligations of the parties hereto 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, each Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HOSPICE CLOUD, INC., as Grantor

By 
Name: Larry Fox
Title: Chief Financial Officer

THERAPY SUPPORT, INC., as Grantor

By 
Name: Larry Fox
Title: Chief Financial Officer

SIGNATURE PAGE
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 006490 FRAME: 0498

ACCEPTED AND AGREED
as of the date first above written:

ALLY BANK, as Agent

By  _____

Name: Jonathan Ruschhaupt
Title: Authorized Signatory

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations and Applications

1. REGISTERED TRADEMARKS

Title	Owner	Registered Jurisdiction	Registration Date	Registration Number
EQUIPPING YOU FOR LIFE	Therapy Support, Inc.	US	October 23, 2012	4229308
THERAPY SUPPORT	Therapy Support, Inc.	US	November 15, 2011	4055444
THEREA-HEAL	Therapy Support, Inc.	US	July 26, 2005	2978748
HOSPICECLOUD	Hospice Cloud, Inc.	US	January 3, 2017	5116222

2. TRADEMARK APPLICATIONS

Title	Owner	Filing Jurisdiction	Filing Date	Serial Number
HOSPICECLOUD	Hospice Cloud, Inc.	US	November 18, 2014	86457444