

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM500101

<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>
SmartCareOS, LLC		11/29/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GarMark SBIC Fund II, L.P.		
<b>Street Address:</b>	1 Landmark Square		
<b>Internal Address:</b>	#600		
<b>City:</b>	Stamford		
<b>State/Country:</b>	CONNECTICUT		
<b>Postal Code:</b>	06901		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87699777	SMARTCARE LEADING EDGE FOR EARLY LEARNIN	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2033255001		
<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>	2033255000		
<b>Email:</b>	cbutler@fdh.com		
<b>Correspondent Name:</b>	Christopher Butler c/o Finn Dixon & Herl		
<b>Address Line 1:</b>	Six Landmark Square		
<b>Address Line 2:</b>	Floor Six		
<b>Address Line 4:</b>	Stamford, CONNECTICUT 06901-2704		
<b>NAME OF SUBMITTER:</b>	Christopher Butler		
<b>SIGNATURE:</b>	/s/Christopher Butler		
<b>DATE SIGNED:</b>	11/30/2018		
<b>Total Attachments: 3</b>			
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source=Supplement to Security Agreement (Trademarks) [Executed]#page3.tif			

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**SUPPLEMENT TO SECURITY AGREEMENT  
(TRADEMARKS)**

**WHEREAS**, SmartCareOS, LLC, a Delaware limited liability company (herein referred to as a “**Grantor**”), having an address at 4175 Cameron Street, Suite A2, Las Vegas, NV 89103, (1) has adopted, used and is using, or (2) has intended to use and filed an application indicating that intention, but has not yet filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, or (3) has filed an application based on an intention to use and has since used and has filed an allegation of use under Section 1(c) or 1(d) of the Trademark Act, the trademarks, trade names, trade styles and service marks listed on the annexed Schedule 1-A, which trademarks, trade names, trade styles and service marks are registered in the United States Patent and Trademark Office (the “**Trademarks**”); and

**WHEREAS**, the Grantor has entered into a Security Agreement (said Security Agreement, as it may hereafter be amended or otherwise modified from time to time being the “**Security Agreement**”, the terms defined therein and not otherwise defined herein being used herein as therein defined) dated as of November 29, 2018 in favor of GarMark SBIC Fund II, L.P. (together with its successors, assigns and transferees, the “**Secured Parties**”); and

**WHEREAS**, pursuant to the Security Agreement, among other things, the Grantor has granted to the Secured Parties a Security Interest in all right, title and interest of the Grantor in and to the Trademarks, together with all prints and labels on which said Trademarks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, and the goodwill of the business symbolized by the Trademarks and the applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States of America, any State thereof, or any other country or any political subdivision thereof, all whether now or hereafter owned or licensable by any Grantor, and all reissues, extensions or renewals thereof, all Trademark Licenses and all proceeds of all of the foregoing, including, without limitation, any claims by such Grantor against third parties for infringement thereof (the “**Collateral**”), to secure the payment and performance of the Obligations.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further confirm, and put on the public record, its grant to the Secured Parties of a Security Interest in and mortgage on the Collateral to secure the prompt payment and performance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the grant of, Security Interest in and mortgage on the Collateral made hereby are more fully set forth in the Security Agreement; the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Delivery of an executed signature page to this Supplement by facsimile or electronically shall be effective as delivery of a manually executed signature page to this Supplement.

All communications and notices hereunder shall be in writing and given as provided in Section 19.01 of the Security Agreement.

**IN WITNESS WHEREOF**, the Grantor has duly executed or caused this Supplement to the Security Agreement to be duly executed as of November 29, 2018.

**SmartCareOS, LLC**

By: SmartCareOS Management, LLC, its Manager

By: 

Name: Mark Ullman

Title: Director

**Schedule 1-A to the SUPPLEMENT TO SECURITY AGREEMENT  
TRADEMARKS**

<u>Trademark</u>	<u>Application or Registration Date</u>	<u>Application Serial No. or Registration No.</u>
"Smartcare Leading Edge for Early Learning." Please see image at <a href="https://img-proxy-uspto.gov/resting2/api/img/87699777/large">https://img-proxy-uspto.gov/resting2/api/img/87699777/large</a>	Submitted November 7, 2018	Trademark Application Serial No. 87699777