

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM492792

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ernest Health, Inc.		10/04/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Capital One, National Association, as administrative agent		
Street Address:	2 Bethesda Metro Center		
Internal Address:	Suite 500		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2995535	ERNEST HEALTH	
Registration Number:	4712046	RECOGNIZED NATIONALLY. HEALING LOCALLY.	
Registration Number:	4719584	WE ARE PASSIONATE PATIENT CAREGIVERS	
CORRESPONDENCE DATA			
Fax Number:	4045228409		
<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:	404-420-5527		
Email:	rjk@phrd.com		
Correspondent Name:	Rhonda J. Kenyeri, Paralegal - PHR&D		
Address Line 1:	303 Peachtree St. NE, Suite 3600		
Address Line 4:	Atlanta, GEORGIA 30308		
NAME OF SUBMITTER:	Douglas A. Nail		
SIGNATURE:	/dan/		
DATE SIGNED:	10/04/2018		
Total Attachments: 5			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 4, 2018, is made by each of the entities listed on the signature pages hereof (each a "**Grantor**" and, collectively, the "**Grantors**"), in favor of Capital One, National Association ("**Capital One**"), as administrative agent (in such capacity, together with its successors and permitted assigns, "**Agent**") for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 4, 2018 (as amended, restated or supplemented from time to time, the "**Credit Agreement**"), by and among each "Borrower" that is a party thereto, Ernest Health Holdings, LLC, as Borrower Representative, each other "Credit Party" that is a party thereto, the Lenders, L/C Issuers and other Secured Parties that are party thereto, and Agent, the Secured Parties have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as amended, restated or supplemented from time to time, the "**Guaranty and Security Agreement**"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of Grantors are party to the Guaranty and Security Agreement pursuant to which Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Agent and the other Secured Parties to enter into the Credit Agreement and to the Secured Parties to make their respective extensions of credit to Borrowers 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 Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties 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;
- (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. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security 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 Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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 and IP Licenses subject to a security interest hereunder, in each case to the extent required pursuant to the express terms of the Guaranty and Security Agreement.

Section 5. Counterparts. This Trademark Security 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.

Section 6. Governing Law. This Trademark Security 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 Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ERNEST HEALTH, INC., as Grantor

By Clint Fegan
Name: Clint Fegan
Title: Vice President

ACKNOWLEDGMENT OF GRANTOR

STATE OF Pennsylvania)
COUNTY OF Cumberland) ss.

On this 4th day of October, 2018 before me personally appeared Clint Fegan, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Ernest Health, Inc., a Delaware corporation, who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.


Amy C. Tome
Notary Public

[Signatures continue on the following page]

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Amy C. Tome, Notary Public
Lower Allen Twp, York County
My commission expires July 05, 2021

ACCEPTED AND AGREED
as of the date first above written

CAPITAL ONE, NATIONAL ASSOCIATION,
as Agent

By:  _____
Name: **Mark Klaassens**
Title: Duly Authorized Signatory

