

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM519720

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AOC TX, LLC		04/17/2019	Limited Liability Company: TEXAS
RECEIVING PARTY DATA			
Name:	BMO Harris Bank N.A., as Agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5322765	ANGELS OF CARE PEDIATRIC HOME HEALTH	
Registration Number:	4839544	"LEAVE YOUR CHILD'S CARE IN THE HANDS OF	
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:	devin.rodriques@clarivate.com		
Correspondent Name:	Diandra M. LaMantia		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
NAME OF SUBMITTER:	Diandra M. LaMantia		
SIGNATURE:	/Devin Rodrigues/		
DATE SIGNED:	04/18/2019		
Total Attachments: 6			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

AOC TX, LLC

- Individual(s) Association
 Partnership Limited Partnership
 Corporation- State: _____
 Other limited liability company

Citizenship (see guidelines) Texas

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) April 17, 2019

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes
 No

Name: BMO Harris Bank N.A., as Agent

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois

Country: U.S.A. Zip: 60603

- Individual(s) Citizenship _____
 Association Citizenship U.S.A.
 Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text

B. Trademark Registration No.(s)

5322755, 4839544

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Dianzha M. LaManfia

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-3274

Docket Number: _____

Email Address: lamanfia@chapman.com

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
 Enclosed

8. Payment information:

Deposit Account Number _____

Authorized User Name _____

9. Signature: [Signature] for Chapman and Cutler LLP

April 18, 2019

Signature

Date

Dianzha M. LaManfia, Project Assistant

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 17, 2019, is made by AOC TX, LLC, a Texas limited liability company (the “Grantor”), in favor of BMO Harris Bank N.A. (“BMO”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 17, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among AOC Midco, LLC, a Delaware limited liability company, AOC Opco, LLC, a Delaware limited liability company (“AOC Opco” and “Initial Borrower”), AOC TX, LLC, a Texas limited liability company (“AOC TX” and immediately after the consummation of the Closing Date Acquisition, the “Borrower Representative”), ANGELS OF CARE PEDIATRIC HOME HEALTH COLORADO, LLC, a Colorado limited liability company (“AOC Colorado”), AOC CO, LLC, a Texas limited liability company (“AOC CO” and, together with the Borrower Representative, AOC TX, AOC Colorado and Initial Borrower, immediately after the consummation of the Closing Date Acquisition, the “Borrowers”, and together with each other Person that becomes a borrower thereunder from time to time, each a “Borrower” and, collectively, the “Borrowers”), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and BMO, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of April 17, 2019, in favor of the Administrative Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, the Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with the Administrative 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. The 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 the Grantor, hereby pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative 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 the Grantor (the “Trademark Collateral”):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, 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.

Notwithstanding the foregoing, in no event shall the Trademark Collateral include Excluded Collateral.

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 the Administrative Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative 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. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the 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.

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.

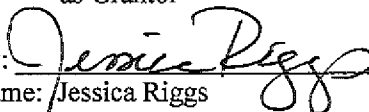
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

- Remainder of Page Intentionally Left Blank; Signature Pages Follow -

IN WITNESS WHEREOF, the 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.

Very truly yours,

AOC TX, LLC,
as Grantor

By: 
Name: Jessica Riggs
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

BMO HARRIS BANK N.A.,
as Administrative Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT—AOC TX, LLC]

TRADEMARK
REEL: 006622 FRAME: 0948

IN WITNESS WHEREOF, the 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.

Very truly yours,

AOC TX, LLC,
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

BMO HARRIS BANK N.A.,
as Administrative Agent

By: Ross Anstaeff
Name: Ross Anstaeff
Title: Vice President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

MARKS	REG. NO.	GRANTED
ANGELS OF CARE PEDIATRIC HOME HEALTH	5322765	October 31, 2017
“Leave your child’s care in the hands of an Angel.”	4839544	October 27, 2015

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.