

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM604678

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	First Lien Security Agreement		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AccentCare, Inc.		10/22/2020	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	10 South Dearborn Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	6032954	ACCENTCARE	
Registration Number:	6032951		
Registration Number:	6032952		
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	Michael.Violet@wolterskluwer.com, ECarrera@cahill.com		
Correspondent Name:	CT Corporation		
Address Line 1:	4400 Easton Commons Way		
Address Line 2:	Suite 125		
Address Line 4:	Columbus, OHIO 43219		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	10/23/2020		
Total Attachments: 7			
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FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This FIRST LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT is entered into as of October 22, 2020 (this “IP Security Agreement Supplement”), by AccentCare, Inc. (the “Grantor”) in favor of JPMorgan Chase Bank, N.A. (“JPMCB”), as administrative agent for the Lenders and collateral agent for the Secured Parties (in such capacities, the “Administrative Agent”).

Reference is made to that certain First Lien Pledge and Security Agreement, dated as of June 20, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Security Agreement”), among the Loan Parties party thereto and the Administrative Agent. The Lenders under the First Lien Credit Agreement have extended credit to the Borrower (as defined in First Lien Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain First Lien Credit Agreement, dated as of June 20, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “First Lien Credit Agreement”), by and among, *inter alios*, Horizon Merger Sub, Inc., a Delaware corporation, Horizon Acquisition Co., Inc., a Delaware corporation, the lenders and issuing banks from time to time party thereto and JPMorgan Chase Bank, N.A., as Administrative Agent, a Lender, an Issuing Bank and the Swingline Lender. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the First Lien Credit Agreement, the Grantor and the Administrative Agent have entered into that certain First Lien Intellectual Property Security Agreement, dated as of June 20, 2019 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “IP Security Agreement”). Under the terms of the Security Agreement, the Grantor has granted to the Administrative Agent for the benefit of the Secured Parties a security interest in the Additional IP Collateral (as defined below) and has agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this IP Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. **Terms.** Capitalized terms used in this IP Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement.

SECTION 2. **Grant of Security Interest.** As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the Grantor and regardless of where located (collectively, the “Additional IP Collateral”):

- A. the Trademark registrations and registration applications in the United States Patent and Trademark Office listed on Schedule I hereto, together with all goodwill of the business connected with the use thereof and symbolized thereby;
- B. the Patent registrations and pending applications in the United States Patent and Trademark Office listed on Schedule II hereto; and
- C. all proceeds of the foregoing;

in each case to the extent the foregoing items constitute Collateral.

SECTION 3. **Security Agreement.** The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Additional IP Collateral 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. In the event of any conflict between the terms of this IP Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. **Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this IP Security Agreement Supplement as of the day and year first above written.

ACCENTCARE, INC.

By: 

Name: *Ryan Salomon*

Title: *CFO*

[Signature Page to First Lien Intellectual Property Security Agreement Supplement]

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.,
as Administrative Agent

By: Blakely Engel
Name: Blakely Engel
Title: Vice President

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
AccentCare, Inc.	6,032,954	ACCENTCARE and Design of 2 people
AccentCare, Inc.	6,032,951	2 People Design
AccentCare, Inc.	6,032,952	Texas and 2 people Design

SCHEDULE II

PATENTS

REGISTERED OWNER	SERIAL NUMBER	DESCRIPTION
AccentCare, Inc.	US Provisional Application No. 62/962,783	SYSTEMS AND METHODS FOR SCHEDULING DELIVERY OF HEALTHCARE SERVICES