

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM621137

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Seasons Healthcare Management, LLC		12/21/2020	Limited Liability Company: ILLINOIS
HRS Companies LLC		12/21/2020	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as administrative agent		
Street Address:	50 South Sixth Street, Suite1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3663751	SEASONS HOSPICE & PALLIATIVE CARE	
Registration Number:	4460118	SEASONS MEDICAL GROUP	
Registration Number:	5386567	HONORING LIFE OFFERING HOPE	
Registration Number:	5301227	TRUE HOPE	
Serial Number:	90312919	HRS	
CORRESPONDENCE DATA			
Fax Number:	2132897739		
<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:	2134262619		
Email:	aarnelle@goodwinlaw.com		
Correspondent Name:	Amy Arnelle		
Address Line 1:	601 S. Figueroa Street, Suite 4100		
Address Line 4:	Los Angeles, CALIFORNIA 90017		
ATTORNEY DOCKET NUMBER:	128722.270220		
NAME OF SUBMITTER:	Amy Arnelle		
SIGNATURE:	/Amy Arnelle/		

OP \$140.00 3663751

DATE SIGNED:	01/19/2021
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Total Attachments: 6

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SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT is entered into as of December 21, 2020 (this "IP Security Agreement Supplement"), by (i) Seasons Healthcare Management, LLC and (ii) HRS Companies LLC (each, a "Grantor", and together, the "Grantors") in favor of Wilmington Trust, National Association ("Wilmington"), 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 Second 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 Second Lien Credit Agreement have extended credit to the Borrower (as defined in Second Lien Credit Agreement (as defined below)) subject to the terms and conditions set forth in that certain Second Lien Credit Agreement, dated as of June 20, 2019 (as amended by that certain Amendment No. 1, dated as of the date hereof, and as may be further amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the "Second Lien Credit Agreement"), by and among, *inter alios*, Pluto Acquisition I, Inc., a Delaware corporation, Horizon Acquisition Co., Inc., a Delaware corporation, the lenders from time to time party thereto and Wilmington Trust, National Association, as Administrative Agent. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Second Lien Credit Agreement, the Grantors and the Administrative Agent have entered into that certain Second 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, each 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, each 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 such 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; and

B. 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. Each 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.

SEASONS HEALTHCARE MANAGEMENT, LLC

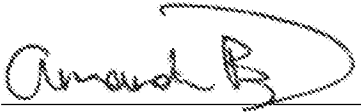
By: 
Name: Ryan Solomon
Title: Treasurer

HRS COMPANIES LLC

By: 
Name: Ryan Solomon
Title: Treasurer

Accepted and Agreed:

WILMINGTON TRUST, National Association,
as Administrative Agent

By: 
Name: Amanda Berg
Title: Banking Officer

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	TRADEMARK
SEASONS HEALTHCARE MANAGEMENT, LLC	3663751	SEASONS HOSPICE & PALLIATIVE CARE
SEASONS HEALTHCARE MANAGEMENT, LLC	4460118	SEASONS MEDICAL GROUP
SEASONS HEALTHCARE MANAGEMENT, LLC	5386567	Honoring Life Offering Hope
SEASONS HEALTHCARE MANAGEMENT, LLC	5301227	True Hope
HRS COMPANIES LLC	Appl. No. 90312919	HRS

90165147_3

RECORDED: 01/19/2021

**TRADEMARK
REEL: 007164 FRAME: 0897**