

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM630163

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	FIRST LIEN TRADEMARK SECURITY AGREEMENT		
SEQUENCE:	1		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ADAPTIVE HOSPICE, LLC		03/05/2021	Limited Liability Company: INDIANA
RECEIVING PARTY DATA			
Name:	JEFFERIES FINANCE LLC		
Street Address:	520 Madison Avenue, 16th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	5252412	ADAPTIVE HOSPICE	
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>			
Phone:	212-701-3365		
Email:	ECarrera@cahill.com		
Correspondent Name:	Elaine Carrera		
Address Line 1:	32 Old Slip		
Address Line 2:	Cahill Gordon & Reindel		
Address Line 4:	New York, NEW YORK 10005		
ATTORNEY DOCKET NUMBER:	1337212 TM 1L		
NAME OF SUBMITTER:	Elaine Carrera		
SIGNATURE:	/Elaine Carrera/		
DATE SIGNED:	03/05/2021		
Total Attachments: 4			
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OP \$40.00 5252412

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FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of March 5, 2021 (this “Agreement”), among ADAPTIVE HOSPICE, LLC (the “Grantor”) and JEFFERIES FINANCE LLC, as Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the First Lien Credit Agreement dated as of October 29, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among HAH INTERMEDIATE LLC, a Delaware limited liability company (“Initial Holdings”), HAH GROUP HOLDING COMPANY LLC, a Delaware limited liability company (after giving effect to the Borrower Assumption, the “Borrower”), the Lenders and Issuing Banks party thereto and JEFFERIES FINANCE LLC, as Administrative Agent and as Collateral Agent and (b) the First Lien Collateral Agreement dated as of October 29, 2020 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Collateral Agreement”), among Initial Holdings, the Borrower, the other Grantors from time to time party thereto and the Collateral Agent. The Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made and to secure the Secured Obligations. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the “Security Interest”) in all of such Grantor’s right, title and interest in, to and under all of its United States Trademarks, including those set forth on Schedule I attached hereto (the “Trademark Collateral”).

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral 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 Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. Upon the occurrence of the Termination Date, the security interest granted herein shall terminate and the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

SECTION 6. Notwithstanding anything herein to the contrary, the lien and security interest granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the limitations and provisions of the Intercreditor Agreements. In the event of any conflict between the terms of the Intercreditor Agreements and this Agreement, the terms of the Intercreditor Agreements shall govern.

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

ADAPTIVE HOSPICE, LLC, as Grantor

By: Eric C. Mollman

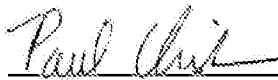
Name: Eric Mollman

Title: Chief Financial Officer

[SIGNATURE PAGE TO FIRST LIEN TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007213 FRAME: 0237

JEFFERIES FINANCE LLC, as Collateral Agent

By: 
Name: Paul Chisholm
Title: Managing Director

Schedule I

Trademark	Status	Appl. No.	Appl. Date	Reg. No.	Reg. Date	Owner
ADAPTIVE HOSPICE	Registered	87158066	01-SEP-2016	5252412	25-JUL-2017	Adaptive Hospice, LLC