

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM638196

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Home Care Delivered, Inc.		04/09/2021	Corporation: VIRGINIA
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: 4			
Property Type	Number	Word Mark	
Registration Number:	4427525	HCD	
Registration Number:	4427526	HCD	
Registration Number:	4413494	HOME CARE DELIVERED	
Registration Number:	2925062	HCD HOME CARE DELIVERED, INC.	
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:	(312) 288-3586		
Email:	john.cunningham@wolterskluwer.com		
Correspondent Name:	Nancy Helm Brown		
Address Line 1:	2929 Allen Pkwy		
Address Line 2:	Suite 3300		
Address Line 4:	Houston, TEXAS 77019		
NAME OF SUBMITTER:	Diandra M. LaMantia		
SIGNATURE:	/Diandra M. LaMantia/		
DATE SIGNED:	04/09/2021		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “**Agreement**”) made as of this 9th day of April, 2021, by HOME CARE DELIVERED, INC., a Virginia corporation (“**Grantor**”), in favor of BMO HARRIS BANK N.A., in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, “**Grantee**”):

W I T N E S S E T H

WHEREAS, Grantor, the Borrowers, the financial institutions party thereto from time to time as Lenders and Grantee have entered into that certain Credit Agreement dated as of April 9, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Grantor (collectively, the “**Loans**”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of April 9, 2021 among Grantee, Grantor and the Loan Parties (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), the Grantor has granted to Grantee, for its benefit and the benefit of Secured Parties, a security interest and lien upon substantially all assets of such Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefor), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all Secured Obligations owing by Grantor under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

1. Incorporation of Representations and Warranties of the Credit Agreement and Guarantee and Collateral Agreement. The representations and warranties contained in the Credit Agreement and the Guarantee and Collateral Agreement to the extent applicable to the Grantor are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement. If there is a conflict between the Guarantee and Collateral Agreement and this Agreement, the terms of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations (as defined in the Credit Agreement), the Grantor hereby grants to Grantee, for its benefit and the benefit of Secured Parties, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “**Trademark Collateral**”), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark listed on Schedule A annexed hereto, together with any renewals, reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

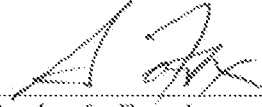
3. Intent-To-Use Trademarks. Notwithstanding the foregoing, the Trademark Collateral shall not include any “intent-to-use” Trademark application that constitutes Excluded Property for so long as such “intent-to-use” Trademark application constitutes Excluded Property.

4. Governing Law. This Agreement is made under and governed by the laws of the State of New York without regard to conflicts of laws principles.

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IN WITNESS WHEREOF, the Grantor has duly executed this Agreement as of the date first written above.

HOME CARE DELIVERED, INC., a Virginia corporation

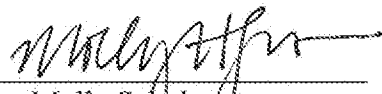
By: 

Name: Gordon L. Fox, Jr.

Title: Chief Executive Officer and Chairman



Agreed and Accepted
As of the Date First Written Above:

BMO HARRIS BANK N.A.,
as Agent

By: 
Name: Molly Schultz
Title: Vice President

Schedule A

U.S. Trademark Registrations

Grantor	Country	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Home Care Delivered, Inc.	U.S.	HCD	85686063	4,427,525	July 25, 2012	November 5, 2013
Home Care Delivered, Inc.	U.S.	HCD Design 	85686097	4,427,526	July 25, 2012	November 5, 2013
Home Care Delivered, Inc.	U.S.	HOME CARE DELIVERED	85776795	4,413,494	November 12, 2012	October 8, 2013
Home Care Delivered, Inc.	U.S.	HCD HOME CARE DELIVERED, INC. Design 	78292796	2,925,062	August 27, 2003	February 8, 2005