

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM640668

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Klarus Home Care, LLC		04/13/2021	Limited Liability Company: TEXAS
Jet Health, Inc.		04/13/2021	Corporation: DELAWARE
Klarus Health Care, LLC		04/13/2021	Limited Liability Company: NEW MEXICO
Brownwood Klarus, LLC		04/13/2021	Limited Liability Company: TEXAS
Cleburne Klarus, LLC		04/13/2021	Limited Liability Company: TEXAS

## RECEIVING PARTY DATA

<b>Name:</b>	COMERICA BANK
<b>Street Address:</b>	39200 SIX MILE ROAD
<b>Internal Address:</b>	MC 7578
<b>City:</b>	LIVONIA
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48152
<b>Entity Type:</b>	TEXAS BANKING ASSOCIATION: TEXAS

## PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
<b>Registration Number:</b>	4020021	KLARUS
<b>Registration Number:</b>	4512943	
<b>Registration Number:</b>	4533466	K
<b>Registration Number:</b>	2998038	IT'S GOOD TO BE HOME.

## CORRESPONDENCE DATA

Fax Number: 2028427899

*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.*

Phone: 202-776-2046

Email: jmfitzpatrick@cooley.com

Correspondent Name: JENNIFER FITZPATRICK

Address Line 1: C/O COOLEY LLP

TRADEMARK

**Address Line 2:** 1299 Pennsylvania Avenue, NW, Suite 700  
**Address Line 4:** WASHINGTON, D.C. 20004-2400

**ATTORNEY DOCKET NUMBER:** 036703-1805

**NAME OF SUBMITTER:** JENNIFER FITZPATRICK

**SIGNATURE:** /JENNIFER FITZPATRICK/

**DATE SIGNED:** 04/20/2021

**Total Attachments: 8**

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## AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement (“Agreement”) is entered into as of April 13, 2021, by and between COMERICA BANK, a Texas banking association (“Bank”) and KLARUS HOME CARE, LLC, a Texas limited liability company (“KHC”) and each of the parties listed on Annex A attached hereto (each, including KHC, are each a “Grantor” and collectively, the “Grantors” provided that each reference to “Grantor” or “Grantors” herein shall mean and refer to each Grantor, individually, and/or to all the Grantors, collectively and in the aggregate, as determined by Bank as the context may require) and amends and restates in its entirety, without novation, that certain Intellectual Property Security Agreement dated as of April 8, 2016, as amended from time to time (the “Original IPSA”). This Agreement is not a novation. All security interests granted under the Original IPSA are hereby confirmed and ratified and shall continue to secure all Obligations under this Agreement.

### RECITALS

**A.** Bank, Grantors, Home Care of Denver, LLC, Home Care of Grand Junction, LLC, Home Health Investment, LLC, A Better Way Health Management Inc., First Choice Home Care, Inc., First Choice Healthcare, Inc. and A Better Way Home L.L.C. (collectively, the “Existing Borrowers”) are parties to that certain Loan and Security Agreement dated as of April 8, 2016 (as the same may from time to time be further amended, modified, supplemented or restated, the “Original Agreement”). Bank, Existing Borrowers, Justus LLC (“Justus”) and Carrington Hospice Care Inc. (“Carrington”; together with Justus, collectively, “New Borrowers”) (New Borrowers together with Existing Borrowers, each a “Borrower” and collectively, “Borrowers”) propose to enter into an Amended and Restated Loan and Security Agreement dated of even date herewith (the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement), which amends and restates, in its entirety and without novation, the Original Agreement. Bank is willing to make the Loans to Borrowers, but only upon the condition, among others, that each Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of such Grantor under the Loan Agreement.

**B.** Pursuant to the terms of the Loan Agreement, each Grantor has granted to Bank a security interest in all of such Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

**NOW, THEREFORE,** for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantors and Bank, each Grantor hereby represents, warrants, covenants and agrees as follows:

### AGREEMENT

To secure the Obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantors and Bank, each Grantor grants and pledges to Bank a security interest in all of such Grantor’s right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and, as applicable, all re-issues, divisionals, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Amended and Restated Intellectual

Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies. In the event of any conflict between this Agreement and any other Loan Document, the terms of such other Loan Documents shall control.

Each Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights that, as of the date hereof, such Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original manually executed signature of such party and shall be effective to bind such party to this Agreement, and that any electronically signed document (including this Agreement) shall be deemed (i) to be "written" or "in writing," and (ii) to have been "signed" or "duly executed". For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means or a signature through an electronic signature technology platform. Notwithstanding the foregoing, Bank may require original manually executed signatures.

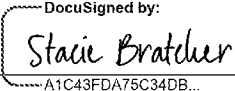
*[Signature page follows.]*

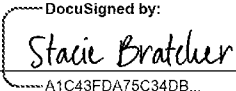
**IN WITNESS WHEREOF**, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above. The undersigned also acknowledges and agrees that the undersigned's electronic signature below indicates the undersigned's agreement to, and intention to be legally bound.

GRANTORS:

JET HEALTH, INC

KLARUS HOME CARE, LLC

By:  \_\_\_\_\_  
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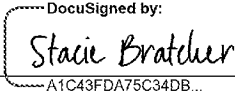
By:  \_\_\_\_\_  
A1C43FDA75C34DB...

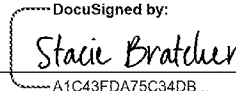
Name: Stacie Bratcher  
Title: Chief Executive Officer

Name: Stacie Bratcher  
Title: Chief Executive Officer

KLARUS HEALTH CARE, LLC

BROWNWOOD KLARUS, LLC

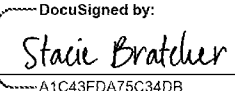
By:  \_\_\_\_\_  
A1C43FDA75C34DB...

By:  \_\_\_\_\_  
A1C43FDA75C34DB...

Name: Stacie Bratcher  
Title: Chief Executive Officer

Name: Stacie Bratcher  
Title: Chief Executive Officer

CLEBURNE KLARUS, LLC

By:  \_\_\_\_\_  
A1C43FDA75C34DB...

Name: Stacie Bratcher  
Title: Chief Executive Officer

Address of Grantors:  
c/o Jet Health, Inc.  
4100 International Plaza, Suite 750  
Fort Worth, TX 76109

**IN WITNESS WHEREOF**, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above. The undersigned also acknowledges and agrees that the undersigned's electronic signature below indicates the undersigned's agreement to, and intention to be legally bound.

**BANK:**

Address of Bank:

**COMERICA BANK**

DocuSigned by:  
By Walter Weston  
21FC1E9DFEFB456...

M/C 7578  
39200 Six Mile Road  
Livonia, MI 48152  
Attn: Livonia Operations Center

Name: Walter Weston  
Title: SVP

ANNEX A

LIST OF GRANTORS

1. Jet Health, Inc., a Delaware corporation
2. Klarus Home Care, LLC, a Texas limited liability company
3. Klarus Health Care, LLC, a New Mexico limited liability company
4. Brownwood Klarus, LLC, a Texas limited liability company
5. Cleburne Klarus, LLC, a Texas limited liability company

**EXHIBIT A**

**Copyrights**

<b><u>Description</u></b>	<b><u>Registration Number</u></b>	<b><u>Registration Date</u></b>
None.		



**EXHIBIT B**

**Patents**

<b>Description</b>	<b>Patent / Application Number</b>	<b>Issue / Application Date</b>
None.		

**EXHIBIT C****Trademarks**

<b>Owner</b>	<b>Description</b>	<b>Registration/ Serial Number</b>	<b>Registration/ Application Date</b>
Klarus Home Care, LLC	KLARUS	4,020,021	08/30/11
Klarus Home Care, LLC	STEADY ON YOUR FEET	4,550,880 (abandoned)	06/17/14
Klarus Home Care, LLC	CONNECT	4,550,878 (abandoned)	06/17/14
Klarus Home Care, LLC	<DESIGN>	4,512,943	04/08/14
Klarus Home Care, LLC	K	4,533,466	05/20/14
Klarus Home Care, LLC	IT'S GOOD TO BE HOME	2,998,038	09/20/05