

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM693990

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Aveanna Healthcare LLC		12/10/2021	Limited Liability Company: DELAWARE
Comfort Care Home Health Services, LLC		12/10/2021	Limited Liability Company: ALABAMA
Comfort Care Hospice, L.L.C.		12/10/2021	Limited Liability Company: ALABAMA
Five Points Healthcare of Virginia, LLC		12/10/2021	Limited Liability Company: DELAWARE
Five Points Healthcare, LLC		12/10/2021	Limited Liability Company: DELAWARE
Medco Respiratory Instruments, Incorporated		12/10/2021	Incorporated: TEXAS
Pediatrics Healthcare LLC		12/10/2021	Limited Liability Company: DELAWARE
Pediatric Services of America, LLC		12/10/2021	Limited Liability Company: GEORGIA
Care Unlimited, Inc.		12/10/2021	Incorporated: PENNSYLVANIA
Loving Care Agency, Inc.		12/10/2021	Incorporated: NEW JERSEY
Pediatric Special Care, Inc.		12/10/2021	Incorporated: MICHIGAN
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC		
Street Address:	745 Seventh Avenue		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	PLC: UNITED KINGDOM		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Registration Number:	6212386	AVEANNA CONNECT	
Registration Number:	6217960	AVEANNACARE	
Registration Number:	6502973	CAREGIVERS ARE THE HEART OF AVEANNA	
Registration Number:	5221333	COMFORTCARE HOME HEALTH	

OP \$590.00 6212386

Property Type	Number	Word Mark
Registration Number:	5221285	COMFORTCARE HOSPICE
Registration Number:	4256543	B · BEST CARE · HOME CARE
Registration Number:	5059847	FIVE POINTS HEALTHCARE
Registration Number:	4602644	P.E.E.P.
Registration Number:	4504965	
Registration Number:	5434458	AVEANNA
Registration Number:	5434586	AVEANNA HEALTHCARE
Registration Number:	5642555	AVEANNA HEALTHCARE
Registration Number:	5434621	
Registration Number:	5434622	
Registration Number:	4221665	NURSES ARE THE HEARTBEAT OF PSA
Registration Number:	4419284	PSA HEALTHCARE
Registration Number:	4311832	PSAHEALTHCARE
Registration Number:	3460593	ALWAYS AT HOME
Registration Number:	3378608	LOVING CARE
Registration Number:	3317512	LOVING CARE AGENCY
Registration Number:	3436923	
Registration Number:	3295457	PEDIATRIA HEALTHCARE
Registration Number:	1766394	PEDIATRIC SPECIAL CARE

CORRESPONDENCE DATA

Fax Number:

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: (916) 403-6135

Email: donna.grafton@wolterskluwer.com

Correspondent Name: CT Corporation

Address Line 1: 555 Capitol Mall, Suite 1150

Address Line 4: Sacramento, CALIFORNIA 95814

NAME OF SUBMITTER:	John Kline
SIGNATURE:	/John Kline/
DATE SIGNED:	12/10/2021

Total Attachments: 11

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Grantors	Citizenship
Aveanna Healthcare LLC	DE
Comfort Care Home Health Services, LLC	AL
Comfort Care Hospice, L.L.C.	AL
Five Points Healthcare of Virginia, LLC	DE
Five Points Healthcare, LLC	DE
Medco Respiratory Instruments, Incorporated	TX
Pediatrics Healthcare LLC	DE
Pediatric Services of America, LLC	GA
Care Unlimited, Inc.	PA
Loving Care Agency, Inc.	NJ
Pediatric Special Care, Inc.	MI

**SECOND LIEN GRANT OF
SECURITY INTEREST IN TRADEMARK**

This SECOND LIEN GRANT OF SECURITY INTEREST IN TRADEMARK, dated as of December 10, 2021 (this "Agreement"), is made by Aveanna Healthcare LLC, a Delaware limited liability company (the "Borrower Representative" and a "Borrower"), Comfort Care Home Health Services, LLC, an Alabama limited liability company ("Comfort Care Health"), Comfort Care Hospice, L.L.C., an Alabama limited liability company ("Comfort Care Hospice"), Five Points Healthcare of Virginia, LLC, a Delaware limited liability company ("Five Points Virginia"), Five Points Healthcare, LLC, a Delaware limited liability company ("Five Points"), Medco Respiratory Instruments, Incorporated, a Texas corporation ("Medco"), Pediatria HealthCare LLC, a Delaware limited liability company ("Pediatria"), Pediatric Services of America, LLC, a Georgia limited liability company ("Pediatric Services"), CARE UNLIMITED, INC., a Pennsylvania corporation ("Care Unlimited"), LOVING CARE AGENCY, INC., a New Jersey corporation ("Loving Care") and Pediatric Special Care, Inc., a Michigan corporation ("Pediatric Special", together with the Borrower Representative, Comfort Care Health, Comfort Care Hospice, Five Points Virginia, Five Points, Medco, Pediatria, Pediatric Services, Care Unlimited and Loving Care, each a "Grantor", and collectively, the "Grantors"), in favor of the Collateral Agent for the benefit of the Secured Parties from time to time party to the Second Lien Credit Agreement, dated as of December 10, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, refinanced, extended, restructured or replaced from time to time, the "Credit Agreement"), among Aveanna Healthcare Intermediate Holdings LLC, a Delaware limited liability company ("Holdings"), the Borrower Representative, the Lenders from time to time party thereto, Barclays Bank PLC, as the Administrative Agent, the Collateral Agent, a Letter of Credit Issuer, the Swingline Lender and a Lender, and the other parties party thereto.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make their respective loans to the Borrower Representative upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, each Grantor and any Subsidiaries of the Borrower Representative that become a party thereto, have executed and delivered a Second Lien Security Agreement, dated as of December 10, 2021, in favor of the Collateral Agent (as the same may be amended, restated, amended and restated, supplemented, replaced, refinanced, extended, restructured or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each Grantor has pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties a continuing security interest in all Intellectual Property, including the Trademarks that are not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make the Loans to the Borrower Representative, each Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement, as applicable.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, each Grantor hereby grants a security interest in all of its right, title and interest in, to and under the Trademarks, to the extent owned by each Grantor, that are not Excluded Property (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with such Trademarks and the right to receive all Proceeds therefrom (collectively, the "Collateral"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for payment when due of the

Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of each Grantor's "intent to use" such trademarks or service marks will not be deemed to be Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Collateral.

3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Termination or Release. Upon the termination of the Security Agreement or release of a Grantor in accordance with Section 6.4 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the Security Interest in the Trademarks of such Grantor under this Grant of security interest in Trademarks.

5. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

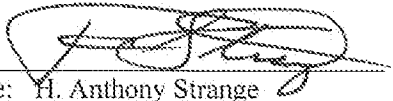
6. Counterparts. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. The words "execution," "signed," "signature," and words of like import in this Agreement shall be deemed to include electronic signatures or electronic records, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or electronic transmission (including "pdf") shall be as effective as delivery of a manually executed counterpart hereof.

7. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

AVEANNA HEALTHCARE LLC,
as a Grantor

By: 
Name: H. Anthony Strange
Title: Chief Executive Officer and President

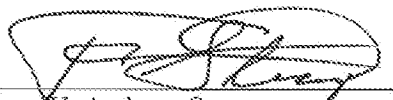
COMFORT CARE HOME HEALTH SERVICES, LLC,
as a Grantor

By: 
Name: H. Anthony Strange
Title: Chief Executive Officer and President

COMFORT CARE HOSPICE, L.L.C.,
as a Grantor

By: 
Name: H. Anthony Strange
Title: Chief Executive Officer and President

FIVE POINTS HEALTHCARE OF VIRGINIA, LLC,
as a Grantor

By: 
Name: H. Anthony Strange
Title: Chief Executive Officer and President

FIVE POINTS HEALTHCARE, LLC,
as a Grantor

By: 
Name: H. Anthony Strange
Title: Chief Executive Officer and President

[Grant of Security Interest in Trademark]

TRADEMARK
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MEDCO RESPIRATORY INSTRUMENTS,
INCORPORATED,
as a Grantor

By: 
Name: H. Anthony Strange
Title: Chief Executive Officer and President

PEDIATRIA HEALTHCARE LLC,
as a Grantor

By: 
Name: H. Anthony Strange
Title: Chief Executive Officer and President

PEDIATRIC SERVICES OF AMERICA, LLC,
as a Grantor

By: 
Name: H. Anthony Strange
Title: Chief Executive Officer and President

CARE UNLIMITED, INC.,
as a Grantor

By: 
Name: H. Anthony Strange
Title: Chief Executive Officer and President

LOVING CARE AGENCY, INC.,
as a Grantor

By: 
Name: H. Anthony Strange
Title: Chief Executive Officer and President

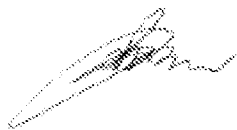
PEDIATRIC SPECIAL CARE, INC.,
as a Grantor

By: 
Name: H. Anthony Strange
Title: Chief Executive Officer and President

[Grant of Security Interest in Trademark]

TRADEMARK
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Barclays Bank PLC,
as the Collateral Agent



By: _____

Name: Ronnie Glenn

Title: Director

[Grant of Security Interest in Trademark]