

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM749947

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Giving Home Health Care LLC		08/19/2022	Limited Liability Company: NEVADA
RECEIVING PARTY DATA			
Name:	Acquiom Agency Services LLC		
Street Address:	150 South Fifth Street, Suite 2600		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Limited Liability Company: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	6700235	GIVING HOME HEALTH CARE	
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:	8004945225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	JAY DASILVA		
Address Line 1:	1025 CONNECTICUT AVE., NW, STE. 712		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	WASHINGTON, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1765666 TM		
NAME OF SUBMITTER:	Andrew Nash		
SIGNATURE:	/Andrew Nash/		
DATE SIGNED:	08/19/2022		
Total Attachments: 5			
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This Second Lien Intellectual Property Security Agreement and the Indebtedness evidenced hereby, and the Liens created hereby or thereby, are subordinate in the manner and to the extent set forth in that certain Subordination Agreement (as may be amended, restated, supplemented or otherwise modified from time to time, the "Subordination Agreement"), dated as of August 19, 2022, by and between Brightwood Loan Services, LLC, as Senior Administrative Agent (as defined therein), and Acquiom Agency Services LLC, as Junior Administrative Agent (as defined therein); and each holder of this Intellectual Property Security Agreement, by its acceptance hereof, shall be bound by the provisions of the Subordination Agreement.

SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT** (this "**Agreement**") is made as of **August 19, 2022** between the undersigned grantor (the "**Grantor**") in favor of **ACQUIOM AGENCY SERVICES LLC**, as collateral agent for the Secured Parties (in such capacity, the "**Collateral Agent**") (as defined in the Pledge and Security Agreement referred to below).

RECITALS:

WHEREAS, reference is made to that certain Pledge and Security Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**"), by and among the Grantor, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has (i) as collateral security for the Secured Obligations (as defined in the Pledge and Security Agreement), granted to the Collateral Agent a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the Collateral (as defined in the Pledge and Security Agreement), including, without limitation, certain Intellectual Property of the Grantor and (ii) agreed to execute this Agreement for recording with the United States Patent and Trademark Office, the United States Copyright Office, and other applicable Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantor and the Collateral Agent agree as follows:

Section 1. Grant of Security. As collateral security for the Secured Obligations, the Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the following:

(a) All Intellectual Property (as defined in the Pledge and Security Agreement), including, without limitation, the registrations and applications of Copyrights (as defined in the Pledge and Security Agreement), Patents (as defined in the Pledge and Security Agreement) and Trademarks (as defined in the Pledge and Security Agreement) referred to in **Schedule 1** hereto including all of the goodwill of the business associated with the use of and symbolized by such Trademarks; and

(e) any and all Proceeds of the foregoing.

Section 2. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

Section 3. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in 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 counterpart of a signature page of this Agreement by

facsimile or in electronic (*i.e.*, “pdf” or “tif”) format shall be effective as delivery of a manually executed counterpart of this Agreement.

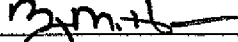
Section 4. Governing Law. This Agreement and any claims, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Agreement and the transactions contemplated hereby and thereby shall be governed by, and construed in accordance with, the law of the State of New York.

Section 5. Conflict Provision. This Agreement has been entered into in conjunction with the provisions of the Pledge and Security Agreement and the Credit Agreement. The rights and remedies of each party hereto with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Pledge and Security Agreement and the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Second Lien Intellectual Property Security Agreement are in conflict with the Pledge and Security Agreement or the Credit Agreement, the provisions of the Pledge and Security Agreement or the Credit Agreement shall govern.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

GIVING HOME HEALTH CARE LLC,
as Grantor

By: 
Name: Benjamin M. Hanson
Title: Authorized Officer

ACQUIOM AGENCY SERVICES LLC, as Collateral
Agent

By: 
Name: Beth Cesari
Title: Senior Director

SCHEDULE 1 TO
SECOND LIEN INTELLECTUAL PROPERTY SECURITY AGREEMENT

1. Copyrights

Grantor	Copyrights	Registration Date	Status	Registration No.	Country	International Class
None						

2. Patents

Grantor	Patent Title / Description	Filing Date / Issue Date	Status	Serial No.	Patent No.	Country	International Class
None							

3. Trademarks

Grantor	Mark	Filing Date / Registration Date	Status	Application / Registration No.	Country	International Class
Giving Home Health Care LLC	Giving Home Health Care	12-APR-2022	Registered	6700235	United States	