

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM770913

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Trust Senior Care LLC		11/29/2022	Limited Liability Company: DELAWARE
Discovery At Home, LLC		11/29/2022	Limited Liability Company: DELAWARE
Discovery Senior Living Holdings LLC		11/29/2022	Limited Liability Company: DELAWARE
Morada Senior Living LLC		11/29/2022	Limited Liability Company: DELAWARE
Terrabella Senior Living LLC		11/29/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Piper Sandler Finance, LLC		
Street Address:	444 W Lake Street		
Internal Address:	Suite 3300		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Serial Number:	97564538	FLEXCHOICE	
Serial Number:	97545078	FLEXCHOICE	
Serial Number:	97234826	RITTENHOUSE VILLAGE	
Serial Number:	97234476	RITTENHOUSE VILLAGE	
Serial Number:	97203732	SEATON	
Serial Number:	97203777	SEATON	
Registration Number:	6705832	MARIPOSA	
Registration Number:	6705360	MARIPOSA	
Registration Number:	6561293	TERRABELLA	
Registration Number:	6561303	TERRABELLA	
Registration Number:	6727572	MORADA	

CH \$715.00 97564538

Property Type	Number	Word Mark
Registration Number:	6123801	FITCAMP
Registration Number:	6563461	EXPERIENTIAL LIVING
Registration Number:	6083856	SHINE
Registration Number:	5797785	DISCOVERY COMMONS
Registration Number:	5797787	DISCOVERY COMMONS
Registration Number:	5012065	DISCOVERY VILLAGE
Registration Number:	5184330	DISCOVERY UNIVERSITY
Registration Number:	5184331	DISCOVERY UNIVERSITY 2010
Registration Number:	4800403	S
Registration Number:	4813327	DISCOVERY SENIOR LIVING
Registration Number:	4813328	DISCOVERY SENIOR LIVING
Registration Number:	4027102	DISCOVERY AT HOME
Registration Number:	4027101	DISCOVERY AT HOME
Registration Number:	4027100	A NEW AGE OF SENIOR HOME CARE
Serial Number:	97626042	CHOREOGRAPHER
Serial Number:	97626060	CREDO
Serial Number:	97626070	LEXICON

CORRESPONDENCE DATA

Fax Number: 9495676710

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: 9498527792

Email: ipprosecution@orrick.com, jgaines@orrick.com, vsantos@orrick.com

Correspondent Name: Orrick, Herrington & Sutcliffe LLP

Address Line 1: 2050 Main Street, Suite 1100

Address Line 4: Irvine, CALIFORNIA 92614-8255

ATTORNEY DOCKET NUMBER:	32839.26
NAME OF SUBMITTER:	Juliana Gaines
SIGNATURE:	/Juliana Gaines/
DATE SIGNED:	11/30/2022

Total Attachments: 6

source=Discovery - Trademark Security Agreement [Executed] (1)#page1.tif

source=Discovery - Trademark Security Agreement [Executed] (1)#page2.tif

source=Discovery - Trademark Security Agreement [Executed] (1)#page3.tif

source=Discovery - Trademark Security Agreement [Executed] (1)#page4.tif

source=Discovery - Trademark Security Agreement [Executed] (1)#page5.tif

source=Discovery - Trademark Security Agreement [Executed] (1)#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this “Agreement”), dated as of November 29, 2022, is made by each of the entities listed on the signature pages hereto (each a “Grantor” and together, the “Grantors”), in favor of PIPER SANDLER FINANCE, LLC, as Agent for the ratable benefit of the Lenders (in such capacity, together with its successors and assigns in such capacity, “Agent”).

Each Grantor has executed and delivered a Guaranty and Collateral Agreement, dated as of the date hereof, with and in favor of Agent for the ratable benefit of the Lenders (as amended, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Each Grantor has pledged and granted to Agent a continuing security interest in all Intellectual Property, including the Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, each Grantor agrees, for the benefit of Agent, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement have the meanings provided or provided by reference in the Guaranty and Collateral Agreement or Credit Agreement referred to therein.

2. Grant of Security Interest. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges and grants to Agent a continuing security interest in, all of such Grantor’s right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all Trademark Licenses, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

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. The security interest granted hereby has been granted to Agent in connection with the Guaranty and Collateral Agreement and is expressly subject to the terms and conditions thereof (which are incorporated by reference herein as if fully set forth herein). The Guaranty and Collateral Agreement (and all rights and remedies of Agent thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guaranty and Collateral 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 Guaranty and Collateral Agreement, the terms of the Guaranty and Collateral Agreement shall govern.

5. Counterparts. This Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same Agreement. Receipt by telecopy or other electronic transmission (including "pdf") of any executed signature page to this Agreement shall constitute effective delivery of such signature page. This Agreement, to the extent signed and delivered by electronic transmission (including "pdf"), shall be treated in all manner and respects and for all purposes as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person.

6. This Agreement shall be subject to the terms and conditions of the Guaranty and Collateral Agreement.

7. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE.

[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.

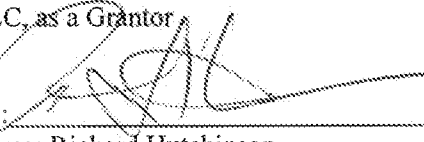
AMERICAN TRUST SENIOR CARE LLC, as a Grantor

By: 
Name: Richard Hutchinson
Title: Chief Executive Officer & President

DISCOVERY AT HOME LLC, as a Grantor

By: 
Name: Richard Hutchinson
Title: Chief Executive Officer

DISCOVERY SENIOR LIVING HOLDINGS LLC, as a Grantor

By: 
Name: Richard Hutchinson
Title: Chief Executive Officer & President

MORADA SENIOR LIVING LLC, as a Grantor

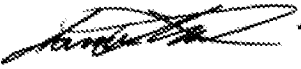
By: 
Name: Richard Hutchinson
Title: Chief Executive Officer & President

TERRABELLA SENIOR LIVING LLC, as a Grantor

By: 
Name: Richard Hutchinson
Title: Chief Executive Officer & President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

PIPER SANDLER FINANCE, LLC,
as Agent

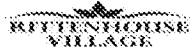







By: 
Name: James Chiarelli
Title: Chief Operating Officer



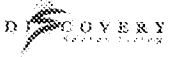

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 007904 FRAME: 0390

SCHEDULE 1
TO
TRADEMARK SECURITY AGREEMENT

Trademarks, Trademark Applications and Trademark Licenses

<u>Grantor</u>	<u>Trademark Title</u>	<u>Trademark Application Number</u>	<u>Trademark Application Date</u>	<u>Trademark Registration Number</u>	<u>Trademark Registration Date</u>
DISCOVERY SENIOR LIVING HOLDINGS LLC	FLEXCHOICE	97564538	8/25/2022	N/A	N/A
DISCOVERY SENIOR LIVING HOLDINGS LLC	FLEXCHOICE	97545078	8/11/2022	N/A	N/A
AMERICAN TRUST SENIOR CARE LLC		97234826	1/24/2022	N/A	N/A
AMERICAN TRUST SENIOR CARE LLC	RITTENHOUSE VILLAGE	97234476	1/24/2022	N/A	N/A
AMERICAN TRUST SENIOR CARE LLC	SEATON	97203732	1/5/2022	N/A	N/A
AMERICAN TRUST SENIOR CARE LLC		97203777	1/5/2022	N/A	N/A
AMERICAN TRUST SENIOR CARE LLC		90677554	4/28/2021	6705832	4/19/2022
AMERICAN TRUST SENIOR CARE LLC	MARIPOSA	90674263	4/27/2021	6705360	4/19/2022
TERRABELLA SENIOR LIVING LLC	TERRABELLA	90463779	1/13/2021	6561293	11/16/2021
TERRABELLA SENIOR LIVING LLC		90463873	1/13/2021	6561303	11/16/2021
MORADA SENIOR LIVING LLC		90461882	1/12/2021	6727572	5/24/2022
AMERICAN TRUST SENIOR CARE LLC		88762015	1/16/2020	6123801	8/11/2020
AMERICAN TRUST SENIOR CARE LLC	EXPERIENTIAL LIVING	88692469	11/14/2019	6563461	11/16/2021
AMERICAN TRUST SENIOR CARE LLC		88649485	10/10/2019	6083856	6/23/2020
AMERICAN TRUST SENIOR CARE LLC	DISCOVERY COMMONS	88071991	8/9/2018	5797785	7/9/2019
AMERICAN TRUST SENIOR CARE LLC		88072382	8/9/2018	5797787	7/9/2019
DISCOVERY SENIOR LIVING HOLDINGS LLC	DISCOVERY VILLAGE	86834271	11/30/2015	5012065	8/2/2016

AMERICAN TRUST SENIOR CARE LLC	DISCOVERY UNIVERSITY	86761194	9/18/2015	5184330	4/18/2017
AMERICAN TRUST SENIOR CARE LLC		86761232	9/18/2015	5184331	4/18/2017
AMERICAN TRUST SENIOR CARE LLC		86136387	12/05/2013	4800403	8/25/2015
AMERICAN TRUST SENIOR CARE LLC	DISCOVERY SENIOR LIVING	85945143	5/29/2013	4813327	9/15/2015
AMERICAN TRUST SENIOR CARE LLC		85945167	5/29/2013	4813328	9/15/2015
DISCOVERY AT HOME, LLC	DISCOVERY AT HOME	85180091	11/18/2010	4027102	9/13/2011
DISCOVERY AT HOME, LLC		85180087	11/18/2010	4027101	9/13/2011
DISCOVERY AT HOME, LLC	A NEW AGE OF SENIOR HOME CARE	85180054	11/18/2010	4027100	9/13/2011
DISCOVERY SENIOR LIVING HOLDINGS LLC	CHOREOGRAPH	97626042	10/10/2022	N/A	N/A
DISCOVERY SENIOR LIVING HOLDINGS LLC	CREDO	97626060	10/10/2022	N/A	N/A
DISCOVERY SENIOR LIVING HOLDINGS LLC	LEXICON	97626070	10/10/2022	N/A	N/A