

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM775143

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Houseworks Holdings, LLC		12/16/2022	Limited Liability Company: DELAWARE
Connected Home Care, LLC		12/16/2022	Limited Liability Company: MASSACHUSETTS
EC Acquisition Holding LLC		12/16/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Fidelity Direct Lending LLC, as Administrative Agent		
Street Address:	233 S Wacker Drive, Suite 8325		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	6191261	BETTERCARE AT HOME	
Registration Number:	6054682	ACTIVITIES OF BETTER LIVING	
Registration Number:	6791607	HOME CARE IT	
Registration Number:	6830959	HOME CARE IT	
Serial Number:	97021757	CAREERTRACKS	
Serial Number:	97326866	ECARING	
Serial Number:	97326854	ECARING	
Serial Number:	97405710	CAREGIVER PASSPORT	
Serial Number:	97406816	SCHEDULING MADE EASY	
CORRESPONDENCE DATA			
Fax Number:	3125774565		
<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:	312-577-8265		
Email:	kristin.brozovic@katten.com		

CH \$240.00 6191261

Correspondent Name: Kristin Brozovic c/o Katten
Address Line 1: 525 W Monroe St
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 396337-29

NAME OF SUBMITTER: Kristin Brozovic

SIGNATURE: /Kristin Brozovic/

DATE SIGNED: 12/19/2022

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 16, 2022, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of FIDELITY DIRECT LENDING LLC (“Fidelity”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 16, 2022 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among the Borrower, Holdings, the other Loan Parties, the Lenders from time to time party thereto and Fidelity, as Administrative Agent for the Lenders and the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Administrative Agent (and such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. 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 mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 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.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto 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, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HOUSEWORKS HOLDINGS, LLC

By: 
Name: Michael Trigilio
Title: Chief Executive Officer

CONNECTED HOME CARE, LLC

By: 
Name: Michael Trigilio
Title: Chief Executive Officer

EC ACQUISITION HOLDING LLC

By: 
Name: Michael Trigilio
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:

FIDELITY DIRECT LENDING LLC,
as Administrative Agent

By:  _____

Name: Therese Icuss

Title: Treasurer

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Title	Registration No.	Registration Date	Owner
BETTERCARE AT HOME	6191261	11/3/2020	Houseworks Holdings, LLC
ACTIVITIES OF BETTER LIVING	6054682	5/12/20	Houseworks Holdings, LLC
HOME CARE IT	6791607	7/12/22	EC Acquisition Holding LLC
HOME CARE IT	6830959	8/30/22	EC Acquisition Holding LLC

2. TRADEMARK APPLICATIONS

Title	Application No.	Application Date	Owner
CAREERTRACKS	97021757	9/10/21	Connected Home Care, LLC
E CARING	97326866	3/23/22	EC Acquisition Holding LLC
ECARING	97326854	3/23/22	EC Acquisition Holding LLC
CAREGIVER PASSPORT	97405710	5/11/22	EC Acquisition Holding LLC
SCHEDULING MADE EASY	97406816	5/12/22	EC Acquisition Holding LLC

3. IP LICENSES

None.