

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM776726

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Independent Living Systems, LLC		12/22/2022	Limited Liability Company: FLORIDA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BankUnited, N.A.		
<b>Street Address:</b>	7815 NW 148th Street 3ACMMLO-6802		
<b>City:</b>	Miami Lakes		
<b>State/Country:</b>	FLORIDA		
<b>Postal Code:</b>	33016		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5147476	CHEF INSPIRED DIETITIAN APPROVED	
<b>Registration Number:</b>	5147475	CARE DELECTABLES	
<b>Registration Number:</b>	5147474	CARE DELECTABLES	
<b>Registration Number:</b>	5147471	CHEF INSPIRED DIETITIAN APPROVED	
<b>Registration Number:</b>	4973414	CARE DELECTABLES	
<b>Registration Number:</b>	4973413	CARE DELECTABLES	
<b>Registration Number:</b>	3853587	I	
<b>Registration Number:</b>	3933565	ILS MEALS	
<b>Registration Number:</b>	3809524	PASS	
<b>Registration Number:</b>	3939692	INDEPENDENT LIVING SYSTEMS	
<b>Registration Number:</b>	3933563	INDEPENDENT LIVING SYSTEMS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175236850		
<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>			
<b>Phone:</b>	617-523-2700		
<b>Email:</b>	susan.dinicola@hklaw.com,priscila.sterenberg@hklaw.com		
<b>Correspondent Name:</b>	Holland & Knight LLP		
<b>Address Line 1:</b>	10 St. James Avenue		

OP \$290.00 5147476

**Address Line 4:** Boston, MASSACHUSETTS 02116

**NAME OF SUBMITTER:** Susan C. DiNicola

**SIGNATURE:** /Susan C. DiNicola/

**DATE SIGNED:** 12/27/2022

**Total Attachments: 4**  
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## **TRADEMARK SECURITY AGREEMENT**

This Trademark Security Agreement is made as of December 22, 2022 (this "Trademark Security Agreement"), by Independent Living Systems, LLC., a Florida limited liability company (the "Grantor"), in favor of BankUnited, N.A., in its capacity as administrative agent for the holders of the Secured Obligations as defined in the Security Agreement (as defined below) (together with its successors and assigns in such capacity, the "Grantee").

**WHEREAS**, the Grantor has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the attached Schedule A, which trademarks and servicemarks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

**WHEREAS**, the Grantor has entered into a Security and Pledge Agreement, dated December 22, 2022 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Grantee; and

**WHEREAS**, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Secured Parties, a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations.

**NOW, THEREFORE**, as collateral security for the payment, performance and observance of all of the Secured Obligations, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee, for the benefit of the Secured Parties, a continuing security interest in the Collateral, and all associated goodwill, to secure the prompt payment, performance and observance of the Secured Obligations.

All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.


The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

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. Delivery of an executed counterpart by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

*[Remainder of page intentionally left blank]*

**IN WITNESS WHEREOF**, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

**INDEPENDENT LIVING SYSTEMS,  
LLC.**

By:   
Name: Nestor J. Plana  
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK  
REEL: 007937 FRAME: 0687**

**SCHEDULE A TO**

**GRANT OF SECURITY INTEREST**

Trademark Registrations and Applications

<b>Owner's Name</b>	<b>Serial Number</b>	<b>Registration Number</b>	<b>Mark</b>	<b>Filing Date</b>	<b>Registration Date</b>
Independent Living Systems, LLC	86721147	5147476	CHEF INSPIRED DIETITIAN APPROVED	August 11, 2015	February 21, 2017
Independent Living Systems, LLC	86720884	5147475	CARE DELECTABLES	August 11, 2015	February 21, 2017
Independent Living Systems, LLC	86720878	5147474	CARE DELECTABLES	August 11, 2015	February 21, 2017
Independent Living Systems, LLC	86720268	5147471	CHEF INSPIRED DIETITIAN APPROVED	August 10, 2015	February 21, 2017
Independent Living Systems, LLC	85720854	4973414	CARE DELECTABLES	September 5, 2012	June 7, 2016
Independent Living Systems, LLC	85720848	4973413	CARE DELECTABLES	September 5, 2012	June 7, 2016
Independent Living Systems, LLC	77961324	3853587		March 17, 2010	September 28, 2010

Independent Living Systems, LLC	77930584	3933565	ILS MEALS	February 8, 2010	March 22, 2011
Independent Living Systems, LLC	77774969	3809524	PASS	July 6, 2009	June 29, 2010
Independent Living Systems, LLC	77930567	3939692	INDEPENDENT LIVING SYSTEMS	February 8, 2010	April 5, 2011
Independent Living Systems, LLC	77930520	3933563	INDEPENDENT LIVING SYSTEMS	February 8, 2010	March 22, 2011

**TRADEMARK**

**REEL: 007937 FRAME: 0689**

**RECORDED: 12/27/2022**