

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM788760

<b>SUBMISSION TYPE:</b>	RESUBMISSION
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST
<b>RESUBMIT DOCUMENT ID:</b>	900740088

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
VITALITY HOME CARE, INC.		12/20/2022	Corporation: DELAWARE
ALTERCARE LLC		12/20/2022	Limited Liability Company: FLORIDA
ALTERCARE OF PALM BEACH COUNTY, LLC		12/20/2022	Limited Liability Company: FLORIDA
TRILOGY HOME HEALTHCARE NE FL, INC.		12/20/2022	Corporation: DELAWARE
TRILOGY HOME HEALTHCARE SW FL, INC.		12/20/2022	Corporation: DELAWARE
BRIDGES HOME HEALTH, INC.		12/20/2022	Corporation: FLORIDA
TRIDENT HOME HEALTH, LLC		12/20/2022	Limited Liability Company: FLORIDA
QUALITY LIVING HOME HEALTH CARE LLC		12/20/2022	Limited Liability Company: FLORIDA
ALL ABOUT HOME CARE MANAGEMENT, LLC		12/20/2022	Limited Liability Company: FLORIDA
M-SAC, INC.		12/20/2022	Corporation: FLORIDA
BALANCED HOME HEALTHCARE, INC.		12/20/2022	Corporation: FLORIDA
MEDSTAR HOME HEALTH, LLC		12/20/2022	Limited Liability Company: FLORIDA
A & A HOMECARE, INC.		12/20/2022	Corporation: FLORIDA

**RECEIVING PARTY DATA**

<b>Name:</b>	COMERICA BANK
<b>Street Address:</b>	39200 SIX MILE ROAD
<b>Internal Address:</b>	MC7578
<b>City:</b>	LIVONIA
<b>State/Country:</b>	MICHIGAN
<b>Postal Code:</b>	48152
<b>Entity Type:</b>	TEXAS BANKING ASSOCIATION: TEXAS

PROPERTY NUMBERS Total: 2

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	5157896	TRILOGY HOME HEALTHCARE
Registration Number:	5157897	TRILOGY HOME HEALTHCARE

**CORRESPONDENCE DATA**

**Fax Number:** 2028427899  
*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:** 12027762046  
**Email:** jmfitzpatrick@cooley.com  
**Correspondent Name:** JENNIFER FITZPATRICK  
**Address Line 1:** C/O COOLEY LLP  
**Address Line 2:** 1299 Pennsylvania Avenue, NW, Suite 700  
**Address Line 4:** WASHINGTON, D.C. 20004-2400

<b>ATTORNEY DOCKET NUMBER:</b>	036703-2002
<b>NAME OF SUBMITTER:</b>	JENNIFER FITZPATRICK
<b>SIGNATURE:</b>	/JENNIFER FITZPATRICK/
<b>DATE SIGNED:</b>	02/22/2023

**Total Attachments: 10**  
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**AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT**

This Amended and Restated Intellectual Property Security Agreement is entered into as of December 20, 2022, by and among COMERICA BANK (“Bank”), VITALITY HOME CARE, INC., a Delaware corporation, doing business as Trilogy Home Healthcare (“Vitality”), ALTERCARE LLC, a Florida limited liability company (“Altercare”), ALTERCARE OF PALM BEACH COUNTY, LLC, a Florida limited liability company (“Altercare PB”), TRILOGY HOME HEALTHCARE NE FL, INC., a Delaware corporation (“Trilogy NE”), TRILOGY HOME HEALTHCARE SW FL, INC., a Delaware corporation (“Trilogy SW”), BRIDGES HOME HEALTH, INC., a Florida corporation (“Bridges”), TRIDENT HOME HEALTH, LLC, a Florida limited liability company (“Trident”), QUALITY LIVING HOME HEALTH CARE LLC, a Florida limited liability company (“Quality Living”), ALL ABOUT HOME CARE MANAGEMENT, LLC a Florida limited liability company (“All About Home”), M-SAC, INC., a Florida corporation (“M-SAC”), BALANCED HOME HEALTHCARE, INC., a Florida corporation (“Balanced Home”), MEDSTAR HOME HEALTH, LLC, a Florida limited liability company (“Medstar”) and A & A HOMECARE, INC. dba Anchor Homecare, a Florida corporation (“A&A”; Vitality, Altercare, Altercare PB, Trilogy NE, Trilogy SW, Bridges, Trident, Quality Living, All About Home, M-SAC, Balanced Home, Medstar and A&A are each a “Grantor” and collectively, the “Grantors” provided that each reference to “Grantor” or “Grantors” in this Agreement and the Loan Documents shall mean and refer to each Grantor, individually, and/or to all the Grantors, collectively and in the aggregate, as determined by Bank as the context may require) and amends, restates, supersedes and replaces in its entirety, without novation, that certain Intellectual Property Security Agreement dated as of June 21, 2019, as amended from time to time (the “Original IPSA”). This Agreement is not a novation. All security interests granted under the Original IPSA are hereby confirmed and ratified and shall continue to secure all Obligations under this Agreement.

**RECITALS**

**A.** Bank, Vitality, Altercare, Altercare PB, Trilogy NE, Trilogy SW, Bridges, Trident, Quality Living, All About Home, M-SAC, Balanced Home and Medstar are parties to that certain Loan and Security Agreement dated as of June 21, 2019 (as the same may from time to time be further amended, modified, supplemented or restated, the “Original Agreement”). Bank and Grantors propose to enter into an Amended and Restated Loan and Security Agreement dated of even date herewith (the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement), which amends and restates, in its entirety and without novation, the Original Agreement. Bank is willing to make the Loans to Grantors, but only upon the condition, among others, that each Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the Obligations of such Grantor under the Loan Agreement.

**B.** Pursuant to the terms of the Loan Agreement, each Grantor has granted to Bank a security interest in all of such Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

**NOW, THEREFORE,** for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantors and Bank, each Grantor hereby represents, warrants, covenants and agrees as follows:

**AGREEMENT**

To secure its Obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantors and Bank, each Grantor grants and pledges to Bank a security interest in all of Grantors’ right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and, as applicable, all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies. In the event of any conflict between this Agreement and any other Loan Document, the terms of such other Loan Document shall control.

Each Grantor represents and warrants that Exhibits A, B and C attached hereto set forth any and all intellectual property rights that are included in the Intellectual Property Collateral, in connection to which such Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, as of the date hereof.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

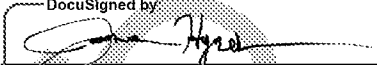
*[Remainder of page left intentionally blank. Signature page follows.]*

IN WITNESS WHEREOF, the parties have caused this Amended and Restated Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above. Each Grantor also acknowledges and agrees that such Grantor's electronic signature below indicates such Grantor's agreement to, and intention to be legally bound by, all of the terms and conditions of this Amended and Restated Intellectual Property Security Agreement and the Loan Agreement. If Bank determines in its reasonable discretion that this Amended and Restated Intellectual Property Security Agreement or any Loan Document has not been timely executed by the Grantors, this Amended and Restated Intellectual Property Security Agreement or any related Loan Document contained in the associated DocuSign envelope, will be nullified and voided and such Loan Documents will need to be updated and resent upon terms and conditions satisfactory to all parties. Each Grantor hereby agrees that Bank shall not have any liability of any nature or kind to any a loan party, including, but not limited to such Grantor, in connection therewith.

**GRANTORS:**

VITALITY HOME CARE, INC.

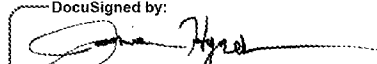
Address of Grantors:

DocuSigned by:  
By:   
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c/o Vitality Home Care, Inc.  
1645 Palm Beach Lakes Blvd., Suite 1100  
West Palm Beach, FL 33401

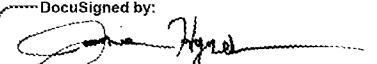
Name: Jamie Hynes  
Title: President

ALTERCARE LLC

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By:   
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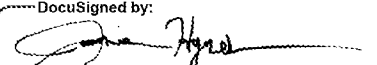
Name: Jamie Hynes  
Title: President

ALTERCARE OF PALM BEACH COUNTY, LLC

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By:   
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Name: Jamie Hynes  
Title: President

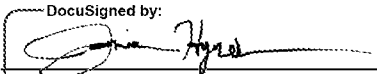
TRILOGY HOME HEALTHCARE NE FL, INC.

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By:   
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Name: Jamie Hynes  
Title: President

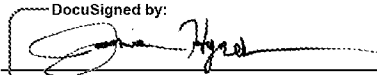
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TRILOGY HOME HEALTHCARE SW FL, INC.

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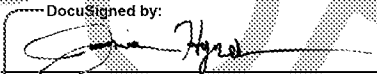
Name: Jamie Hynes  
Title: President

BRIDGES HOME HEALTH, INC.

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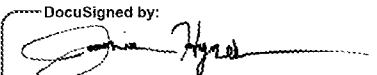
Name: Jamie Hynes  
Title: President

TRIDENT HOME HEALTH, LLC

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By:   
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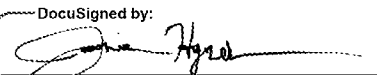
Name: Jamie Hynes  
Title: President

QUALITY LIVING HOME HEALTH CARE LLC

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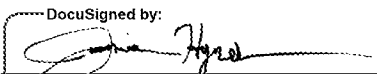
Name: Jamie Hynes  
Title: President

ALL ABOUT HOME CARE MANAGEMENT, LLC

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Name: Jamie Hynes  
Title: President

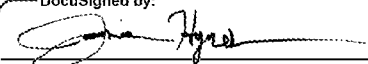
M-SAC, INC.

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By:   
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Name: Jamie Hynes  
Title: President

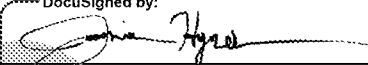
[Signatures continue onto next page.]

BALANCED HOME HEALTHCARE, INC.

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Name: Jamie Hynes  
Title: President

MEDSTAR HOME HEALTH, LLC

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By:   
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Name: Jamie Hynes  
Title: President

A & A HOMECARE, INC.

DocuSigned by:  
By:   
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Name: Jamie Hynes  
Title: President

**BANK:**

COMERICA BANK

Address of Bank:

DocuSigned by:  
By:   
798B24ABBB2D429...

Name: Lauren Calantone  
Title: Vice President

MC 7578  
39200 W. Six Mile Road  
Livonia, MI 48152  
Attn: National Documentation Services

**EXHIBIT A**

**Copyrights**

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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None.

COPY VIEW



**EXHIBIT B**

**Patents**

<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue / Application Date</u>
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None.

COPY VIEW

**EXHIBIT C**

**Trademarks**

<u>Owner</u>	<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
Vitality	TRILOGY HOME HEALTHCARE	5157896	03/07/17
Vitality	TRILOGY HOME HEALTHCARE	5157897	03/07/17

COPY VIEW