

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM833807

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Integral Senior Living, LLC		08/22/2023	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Piper Sandler Finance, LLC		
Street Address:	444 W Lake Street, Suite 3300		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5913805	ISL INTEGRAL SENIOR LIVING	
Registration Number:	5859889	SOLSTICE SENIOR LIVING	
Registration Number:	5580315	ELEVATE	
Registration Number:	5011026	VIBRANT LIFE BE VIBRANT. BE YOU.	
Registration Number:	4813580	VIBRANT LIFE	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<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:	9498527792		
Email:	ipprosecution@orrick.com, vsantos@orrick.com, amosley@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:	Asheli Mosley		
SIGNATURE:	/Asheli Mosley/		
DATE SIGNED:	08/22/2023		

CH \$140.00 5913805

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (this "Agreement"), dated as of August 22, 2023, is made by Integral Senior Living, LLC, a California limited liability company ("Grantor"), 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").

Grantor has executed and delivered a Guaranty and Collateral Agreement, dated as of November 29, 2022, 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"). 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, 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. 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 the 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 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. 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 counterparts, each of which shall be deemed an original, but all of which together constitute one and the same original.

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.

Integral Senior Living, LLC, as Grantor

By: 

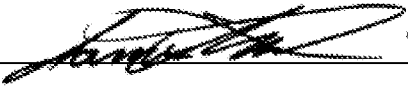
Name: Sue Farrow

Title: Founder

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 008175 FRAME: 0290




PIPER SANDLER FINANCE, LLC,
as Agent

By:  _____

Name: James Chiarelli
Title: Managing Director

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

REGISTERED TRADEMARKS

Grantor	Trademark Title	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Integral Senior Living, LLC	ISL Integral Senior Living 	88411576	5913805	May 1, 2019	November 19, 2019
Integral Senior Living, LLC	SOLSTICE SENIOR LIVING 	87850105	5859889	March 26, 2018	September 17, 2019
Integral Senior Living, LLC	ELEVATE	87822209	5580315	March 6, 2018	October 9, 2018
Integral Senior Living, LLC	VIBRANT LIFE BE VIBRANT. BE YOU. 	86680948	5011026	July 1, 2015	August 2, 2016
Integral Senior Living, LLC	VIBRANT LIFE	86139752	4813580	December 10, 2013	September 15, 2015