

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

Assignment ID: TMI101635

|                                      |  |                       |                                       |
|--------------------------------------|--|-----------------------|---------------------------------------|
| <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>                    |
| AMERICAN TRUST SENIOR CARE LLC       |  | 03/18/2024            | Limited Liability Company: DELAWARE   |
| DISCOVERY AT HOME LLC                |  | 03/18/2024            | Limited Liability Company: DELAWARE   |
| DISCOVERY SENIOR LIVING HOLDINGS LLC |  | 03/18/2024            | Limited Liability Company: DELAWARE   |
| INTEGRAL SENIOR LIVING, LLC          |  | 03/18/2024            | Limited Liability Company: CALIFORNIA |
| MORADA SENIOR LIVING LLC             |  | 03/18/2024            | Limited Liability Company: DELAWARE   |
| TERRABELLA SENIOR LIVING LLC         |  | 03/18/2024            | Limited Liability Company: DELAWARE   |
| <b>RECEIVING PARTY DATA</b>          |  |                       |                                       |
| <b>Company Name:</b>                 | CCP Agency, LLC, as administrative agent |                       |                                       |
| <b>Street Address:</b>               | 360 S. Rosemary Avenue, Suite #1700      |                       |                                       |
| <b>City:</b>                         | West Palm Beach                          |                       |                                       |
| <b>State/Country:</b>                | FLORIDA                                  |                       |                                       |
| <b>Postal Code:</b>                  | 33401                                    |                       |                                       |
| <b>Entity Type:</b>                  | Limited Liability Company: DELAWARE      |                       |                                       |
| <b>PROPERTY NUMBERS Total: 32</b>    |  |                       |                                       |
| <b>Property Type</b>                 | <b>Number</b>                            | <b>Word Mark</b>      |                                       |
| <b>Serial Number:</b>                | 97564538                                 | \$ FLEXCHOICE         |                                       |
| <b>Serial Number:</b>                | 97545078                                 | FLEXCHOICE            |                                       |
| <b>Serial Number:</b>                | 97234826                                 | RITTENHOUSE VILLAGE   |                                       |
| <b>Serial Number:</b>                | 97234476                                 | RITTENHOUSE VILLAGE   |                                       |
| <b>Serial Number:</b>                | 97203732                                 | SEATON                |                                       |
| <b>Serial Number:</b>                | 97203777                                 | SEATON                |                                       |
| <b>Serial Number:</b>                | 90677554                                 | MARIPOSA              |                                       |
| <b>Serial Number:</b>                | 90674263                                 | MARIPOSA              |                                       |
| <b>Serial Number:</b>                | 90463779                                 | TERRABELLA            |                                       |
| <b>Serial Number:</b>                | 90463873                                 | TERRABELLA            |                                       |

CH \$815.00.00 97564538

| Property Type  | Number   | Word Mark                        |
|----------------|----------|----------------------------------|
| Serial Number: | 90461882 | MORADA                           |
| Serial Number: | 88762015 | FITCAMP                          |
| Serial Number: | 88649485 | SHINE                            |
| Serial Number: | 88071991 | DISCOVERY COMMONS                |
| Serial Number: | 88072382 | DISCOVERY COMMONS                |
| Serial Number: | 86834271 | DISCOVERY VILLAGE                |
| Serial Number: | 86761194 | DISCOVERY UNIVERSITY             |
| Serial Number: | 86761232 | DISCOVERY UNIVERSITY 2010        |
| Serial Number: | 88692469 | EXPERIENTIAL LIVING              |
| Serial Number: | 86136387 | S                                |
| Serial Number: | 85945143 | DISCOVERY SENIOR LIVING          |
| Serial Number: | 85945167 | DISCOVERY SENIOR LIVING          |
| Serial Number: | 85180091 | DISCOVERY AT HOME                |
| Serial Number: | 85180087 | DISCOVERY AT HOME                |
| Serial Number: | 85180054 | A NEW AGE OF SENIOR HOME CARE    |
| Serial Number: | 88411576 | ISL INTEGRAL SENIOR LIVING       |
| Serial Number: | 87850105 | SOLSTICE SENIOR LIVING           |
| Serial Number: | 87822209 | ELEVATE                          |
| Serial Number: | 86680948 | VIBRANT LIFE BE VIBRANT. BE YOU. |
| Serial Number: | 86139752 | VIBRANT LIFE                     |
| Serial Number: | 98250262 | CHOREOGRAPHER                    |
| Serial Number: | 98250468 | DISAPPEARING MIND                |

**CORRESPONDENCE DATA**

**Fax Number:** 3129021061

*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:** 3125778438

**Email:** raquel.haleem@katten.com

**Correspondent Name:** Raquel Haleem c/o Katten Muchin

**Address Line 1:** 525 West Monroe Street

**Address Line 4:** Chicago, ILLINOIS 60661

**NAME OF SUBMITTER:** Raquel Haleem

**SIGNATURE:** Raquel Haleem

**DATE SIGNED:** 03/18/2024

**Total Attachments: 9**

source=Discovery - 2024 Refi - Trademark Security Agreement Executed#page1.tif

source=Discovery - 2024 Refi - Trademark Security Agreement Executed#page2.tif

source=Discovery - 2024 Refi - Trademark Security Agreement Executed#page3.tif

source=Discovery - 2024 Refi - Trademark Security Agreement Executed#page4.tif

source=Discovery - 2024 Refi - Trademark Security Agreement Executed#page5.tif  
source=Discovery - 2024 Refi - Trademark Security Agreement Executed#page6.tif  
source=Discovery - 2024 Refi - Trademark Security Agreement Executed#page7.tif  
source=Discovery - 2024 Refi - Trademark Security Agreement Executed#page8.tif  
source=Discovery - 2024 Refi - Trademark Security Agreement Executed#page9.tif

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of March 18, 2024 is made by AMERICAN TRUST SENIOR CARE LLC, a Delaware limited liability company (“ATSC”), DISCOVERY AT HOME LLC, a Delaware limited liability company (“DAH”), DISCOVERY SENIOR LIVING HOLDINGS LLC, a Delaware limited liability company (“DSL”), INTEGRAL SENIOR LIVING, LLC, a California limited liability company (“ISL”), MORADA SENIOR LIVING LLC, a Delaware limited liability company (“MSL”), TERRABELLA SENIOR LIVING LLC, a Delaware limited liability company (“TSL” and, together with ATSC, DAH, DSL, ISL and MSL, the “Grantors” and each, a “Grantor”), in favor of CCP Agency, LLC (“Comvest”), as administrative agent and collateral 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 March 18, 2024 (as such agreement may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), by Discovery SL Management, LLC, a Delaware limited liability company (the “Borrower”), Discovery SL Intermediate, LLC, a Delaware limited liability company, as Holdings and as a Guarantor, the other Loan Parties, the Lenders and the L/C Issuers from time to time party thereto and Comvest, in its capacity as the Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers 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 has agreed, pursuant to a Guaranty and Security Agreement dated as of March 18, 2024 in favor of Administrative Agent (as such agreement may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, each Grantor is a party to the Guaranty and Security Agreement pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the promises and to induce the Lenders, the L/C Issuers and Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers 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, 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

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. Each Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, each 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. Termination. Upon satisfaction of the conditions set forth in Section 10.10(b)(iii) of the Credit Agreement, the Administrative Agent, at the request and the expense of any Grantor, shall execute, acknowledge, and deliver to such Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

Section 6. Execution in 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. Delivery of an executed counterpart by facsimile or electronic transmission shall be as effective as delivery of an original executed counterpart. The words "execution", "signed", "signature", "delivery" and words of like import in or relating to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include any electronic sound, symbol or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record, and deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act or any other similar State laws based on the Uniform Electronic Transactions Act; provided that nothing herein shall require the Administrative Agent to accept electronic signatures in any form or format without its prior written consent.

Section 7. 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.

Section 8. Waiver of Jury Trial. THE PARTIES HERETO, TO THE EXTENT PERMITTED BY LAW, WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING WITH RESPECT TO, OR DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY OTHER TRANSACTION CONTEMPLATED HEREIN (WHETHER FOUNDED IN CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO OTHER PARTY AND NO RELATED PERSON OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT, BY THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 8.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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.

**AMERICAN TRUST SENIOR CARE LLC  
DISCOVERY SENIOR LIVING HOLDINGS LLC  
MORADA SENIOR LIVING LLC  
TERRABELLA SENIOR LIVING LLC,**  
each as a Grantor

DocuSigned by:  
**RICHARD HUTCHINSON**  
By: \_\_\_\_\_  
Name: Richard Hutchinson  
Title: Chief Executive Officer and President

**DISCOVERY AT HOME LLC,**  
as a Grantor

DocuSigned by:  
**RICHARD HUTCHINSON**  
By: \_\_\_\_\_  
Name: Richard Hutchinson  
Title: Chief Executive Officer

**INTEGRAL SENIOR LIVING, LLC,**  
as a Grantor

By: \_\_\_\_\_  
Name: Sue Farrow  
Title: Executive Chairman

IN WITNESS WHEREOF, 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.

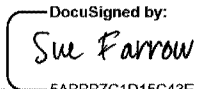
**AMERICAN TRUST SENIOR CARE LLC  
DISCOVERY SENIOR LIVING HOLDINGS LLC  
MORADA SENIOR LIVING LLC  
TERRABELLA SENIOR LIVING LLC,**  
each as a Grantor

By: \_\_\_\_\_  
Name: Richard Hutchinson  
Title: Chief Executive Officer and President

**DISCOVERY AT HOME LLC,**  
as a Grantor

By: \_\_\_\_\_  
Name: Richard Hutchinson  
Title: Chief Executive Officer

**INTEGRAL SENIOR LIVING, LLC,**  
as a Grantor

By:  \_\_\_\_\_  
Name: Sue Farrow  
Title: Executive Chairman



ACCEPTED AND AGREED  
as of the date first above written:









**CCP AGENCY, LLC,**  
as Administrative Agent

By: \_\_\_\_\_  
DocuSigned by:  
*Greg Reynolds*  
CCBA598EFFC34B0...  
Name: **Greg Reynolds**  
Title: **Partner**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

| Grantor                              | Trademark Title   | Trademark Application Number | Trademark Registration Number | Date of Application | Date of Registration |
|--------------------------------------|---|------------------------------|-------------------------------|---------------------|----------------------|
| DISCOVERY SENIOR LIVING HOLDINGS LLC |  FlexChoice          | 97564538                     | 7258004                       | 8/25/2022           | 1/2/2024             |
| DISCOVERY SENIOR LIVING HOLDINGS LLC | FLEXCHOICE  | 97545078                     | 7257889                       | 8/11/2022           | 1/2/2024             |
| AMERICAN TRUST SENIOR CARE LLC       |  RITTENHOUSE VILLAGE | 97234826                     | 6990256                       | 1/24/2022           | 2/28/2023            |
| AMERICAN TRUST SENIOR CARE LLC       | RITTENHOUSE VILLAGE   | 97234476                     | 6990232                       | 1/24/2022           | 2/28/2023            |
| AMERICAN TRUST SENIOR CARE LLC       | SEATON  | 97203732                     | 6945063                       | 1/5/2022            | 1/3/2023             |
| AMERICAN TRUST SENIOR CARE LLC       |  SEATON            | 97203777                     | 6989624                       | 1/5/2022            | 2/28/2023            |
| AMERICAN TRUST SENIOR CARE LLC       |  MARIPOSA          | 90677554                     | 6705832                       | 4/28/2021           | 4/19/2022            |
| AMERICAN TRUST SENIOR CARE LLC       | MARIPOSA  | 90674263                     | 6705360                       | 4/27/2021           | 4/19/2022            |
| TERRABELLA SENIOR LIVING LLC         | TERRABELLA  | 90463779                     | 6561293                       | 1/13/2021           | 11/16/2021           |
| TERRABELLA SENIOR LIVING LLC         |  TerraBella        | 90463873                     | 6561303                       | 1/13/2021           | 11/16/2021           |
| MORADA SENIOR LIVING LLC             |  MORADA            | 90461882                     | 6727572                       | 1/12/2021           | 5/24/2022            |
| AMERICAN TRUST SENIOR CARE LLC       |  FitCamp           | 88762015                     | 6123801                       | 1/16/2020           | 8/11/2020            |
| AMERICAN TRUST SENIOR CARE LLC       |  SHINE             | 88649485                     | 6083856                       | 10/10/2019          | 6/23/2020            |

| Grantor                              | Trademark Title   | Trademark Application Number | Trademark Registration Number | Date of Application | Date of Registration |
|--------------------------------------|---|------------------------------|-------------------------------|---------------------|----------------------|
| AMERICAN TRUST SENIOR CARE LLC       | DISCOVERY COMMONS   | 88071991                     | 5797785                       | 8/9/2018            | 7/9/2019             |
| AMERICAN TRUST SENIOR CARE LLC       |  DISCOVERY COMMONS         | 88072382                     | 5797787                       | 8/9/2018            | 7/9/2019             |
| DISCOVERY SENIOR LIVING HOLDINGS LLC | DISCOVERY VILLAGE   | 86834271                     | 5012065                       | 11/30/2015          | 8/2/2016             |
| AMERICAN TRUST SENIOR CARE LLC       | DISCOVERY UNIVERSITY  | 86761194                     | 5184330                       | 9/18/2015           | 4/18/2017            |
| AMERICAN TRUST SENIOR CARE LLC       |  DISCOVERY UNIVERSITY      | 86761232                     | 5184331                       | 9/18/2015           | 4/18/2017            |
| AMERICAN TRUST SENIOR CARE LLC       | EXPERIENTIAL LIVING   | 88692469                     | 6563461                       | 11/14/2019          | 11/16/2021           |
| AMERICAN TRUST SENIOR CARE LLC       |                           | 86136387                     | 4800403                       | 12/5/2013           | 8/25/2015            |
| AMERICAN TRUST SENIOR CARE LLC       | DISCOVERY SENIOR LIVING   | 85945143                     | 4813327                       | 5/29/2013           | 9/15/2015            |
| AMERICAN TRUST SENIOR CARE LLC       |  DISCOVERY Senior Living | 85945167                     | 4813328                       | 5/29/2013           | 9/15/2015            |
| Discovery At Home, LLC               | DISCOVERY AT HOME   | 85180091                     | 4027102                       | 11/18/2010          | 9/13/2011            |
| Discovery At Home, LLC               |  DISCOVERY AT HOME       | 85180087                     | 4027101                       | 11/18/2010          | 9/13/2011            |
| Discovery At Home, LLC               | A NEW AGE OF SENIOR HOME CARE   | 85180054                     | 4027100                       | 11/18/2010          | 9/13/2011            |
| Integral Senior Living, LLC          | ISL INTEGRAL SENIOR LIVING  | 88411576                     | 5913805                       | 5/1/2019            | 11/19/2019           |
| Integral Senior Living, LLC          | SOLSTICE SENIOR LIVING  | 87850105                     | 5859889                       | 3/26/2018           | 9/17/2019            |

| Grantor                     | Trademark Title                     | Trademark Application Number | Trademark Registration Number | Date of Application | Date of Registration |
|-----------------------------|-------------------------------------|------------------------------|-------------------------------|---------------------|----------------------|
| Integral Senior Living, LLC | ELEVATE                             | 87822209                     | 5580315                       | 3/6/2018            | 10/9/2018            |
| Integral Senior Living, LLC | VIBRANT LIFE<br>BE VIBRANT. BE YOU. | 86680948                     | 5011026                       | 7/1/2015            | 8/2/2016             |
| Integral Senior Living, LLC | VIBRANT LIFE                        | 86139752                     | 4813580                       | 12/10/2013          | 9/15/2015            |

## 2. TRADEMARK APPLICATIONS

| Grantor                              | Trademark Title   | Trademark Application Number | Trademark Registration Number | Date of Application | Date of Registration |
|--------------------------------------|-------------------|------------------------------|-------------------------------|---------------------|----------------------|
| DISCOVERY SENIOR LIVING HOLDINGS LLC | CHOREOGRAPH       | 98250262                     | Pending                       | 11/1/2023           | Pending              |
| AMERICAN TRUST SENIOR CARE LLC       | DISAPPEARING MIND | 98250468                     | Pending                       | 11/1/2023           | Pending              |