ETAS ID: TM480977

TRADEMARK ASSIGNMENT COVER SHEET

07/09/2018

Electronic Version v1.1 Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: First Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Home Health Services, Inc.		07/02/2018	Corporation: UTAH

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	Mail Code NY1-C413, 4 Chase Metrotech Center
City:	Brooklyn
State/Country:	NEW YORK
Postal Code:	11245-0001
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2422191	HHS, HEALTH OPTIONS

CORRESPONDENCE DATA

Fax Number: 8009144240

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: 800-713-0755

Email: Michael.Violet@wolterskluwer.com, ECarrera@cahill.com

Correspondent Name: CT Corporation

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera	
SIGNATURE:	/Elaine Carrera/	
DATE SIGNED:	07/09/2018	

Total Attachments: 6

source=08c. First Lien Intellectual Property Filings - Trademarks - HOME HEALTH SERVICES, INC#page1.tif source=08c. First Lien Intellectual Property Filings - Trademarks - HOME HEALTH SERVICES, INC#page2.tif source=08c. First Lien Intellectual Property Filings - Trademarks - HOME HEALTH SERVICES, INC#page3.tif source=08c. First Lien Intellectual Property Filings - Trademarks - HOME HEALTH SERVICES, INC#page4.tif source=08c. First Lien Intellectual Property Filings - Trademarks - HOME HEALTH SERVICES, INC#page5.tif

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TRADEMARK REEL: 006375 FRAME: 0071 Form PTO-1594 (Rev. 6-12)
OMB Collection 0651-0027 (exp. 04/30/2018)

TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please	se record the attached documents or the new address(es) below.				
Name of conveying party(ies):	2. Name and address of receiving party(les) Yes				
Home Health Services, Inc.	Additional names, addresses, or citizenship attached? No Name: JPMorgan Chase Bank, N.A.				
☐ Individual(s) ☐ Association ☐ Partnership ☐ Limited Partnership ☑ Corporation- State: UT ☐ Other ☐ Other ☐ Other Citizenship (see guidelines) USA Additional names of conveying parties attached? ☐ Yes ☒ No 3. Nature of conveyance/Execution Date(s): Execution Date(s) July 2, 2018 ☐ Assignment ☐ Merger ☐ Security Agreement ☐ Change of Name ☒ Other First Lien Security Agreement	Street Address: Mail code NY1-C413, 4 Chase Metrotech Center City: Brooklyn State: NY Country:USA Zip: 11245-0001 Individual(s) Citizenship Association Citizenship USA Partnership Citizenship Limited Partnership Citizenship Corporation Citizenship If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment)				
4. Application number(s) or registration number(s) and A. Trademark Application No.(s) Text See Schedule I	d identification or description of the Trademark. B. Trademark Registration No.(s) See Schedule I Additional sheet(s) attached? Yes No				
C. Identification or Description of Trademark(s) (and Filing	C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):				
5. Name & address of party to whom correspondence concerning document should be mailed: Name: Elaine Carrera, Legal Assistant	6. Total number of applications and registrations involved:				
Internal Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$				
Street Address: c/o Cahill Gordon & Reindel LLP 80 Pine Street	Authorized to be charged to deposit account Enclosed				
City: New York	8. Payment Information:				
State: NY Zip: 10005					
Phone Number: (212) 701-3365					
Docket Number:	Deposit Account Number				
Email Address:ecarrera@cahill.com	Authorized User Name				
9. Signature: Elaine Can	July 2, 2018				
Signature	Date				
Elaine Carrera	Total number of pages including cover sheet, attachments, and document:				
Name of Person Signing					

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of July 2, 2018, made by HOME HEALTH SERVICES, INC., a Utah Corporation (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the "Agent") for the lenders (the "Lenders") that are party to the First Lien Credit Agreement, dated as of July 2, 2018 (as amended, amended and restated, restated, supplemented, waived or otherwise modified from time to time, the "Credit Agreement"), among the Agent, the Borrower (as defined in the Credit Agreement) and the Lenders.

WHEREAS, pursuant to the Credit Agreement, 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, in connection with the Credit Agreement, the Borrower, the Grantor and the other parties thereto have executed and delivered a First Lien Pledge and Security Agreement dated as of July 2, 2018, (as amended, supplemented, waived or otherwise modified from time to time, the "Security Agreement"), in favor of the Agent;

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Agent for the benefit of the Secured Parties a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor and Liens permitted under the Credit Agreement, pursuant to the Security Agreement it granted to the Agent, for the benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in and to all Trademarks now owned or at any time hereafter acquired by the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all proceeds of the foregoing, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

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SECTION 3. <u>Recordation</u>. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office.

SECTION 4. <u>Purpose</u>. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. <u>Acknowledgment</u>. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. <u>Counterparts</u>. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile and other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

* * *

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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.

HOME HEALTH SERVICES, INC.

By: David Gieringer

Title: Senior Vice President and Chief

Financial Officer

JPMORGAN CHASE BANK, N.A.,

as Agent

By:

Name: Title:

Dawn L. LeeLum

Executive Director

SCHEDULE I

Trademark Registrations

<u>Mark</u>	App./ Reg. No.	Filing Date	Registration Date
HHS, HEALTH OPTIONS	75713664 / 2422191	5/25/1999	1/16/2001

TRADEMARK REEL: 006375 FRAME: 0077

RECORDED: 07/09/2018