

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438935

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A Place For Mom, Inc.		08/10/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	CITIZENS BANK, N.A.		
Street Address:	28 STATE STREET		
Internal Address:	MS1515		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02109		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 20			
Property Type	Number	Word Mark	
Serial Number:	87342395	ASSISTEDLIVINGINFO	
Serial Number:	87342445	SENIORS FOR LIVING FIND A NEW PLACE IN L	
Serial Number:	87342400	SENIORLIVING.NET	
Serial Number:	87342449	SENIORLIVING.NET	
Serial Number:	87338709	OUR PARENTS	
Serial Number:	87331730	CAREGIVERS.COM	
Registration Number:	5068774	A PLACE FOR DAD	
Registration Number:	5063562	YGL YOU'VE GOT LEADS	
Registration Number:	4864210	A PLACE FOR MOM LOCAL EXPERTS. TRUSTED A	
Registration Number:	4864086	A PLACE FOR MOM	
Registration Number:	4702748	VETERANAID	
Registration Number:	4355509	SENIOR ADVISOR.COM	
Registration Number:	4902128	A PLACE FOR DAD	
Registration Number:	4282123	A PLACE FOR MOM	
Registration Number:	3875500	SENIORS FOR LIVING	
Registration Number:	3716853	OURPARENTS	
Registration Number:	2932940	YOU'VE GOT LEADS	
Registration Number:	2941753		

OP \$515.00 87342395

Property Type	Number	Word Mark
Registration Number:	2941714	A PLACE FOR MOM
Registration Number:	2941715	

CORRESPONDENCE DATA

Fax Number: 7045032622
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: 704 503 2600
Email: trademarks@kslaw.com,vbantug@kslaw.com
Correspondent Name: King & Spalding
Address Line 1: 100 N Tryon Street
Address Line 2: Suite 3900
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	18588.015293
NAME OF SUBMITTER:	Vicky R. Bantug
SIGNATURE:	/Vicky R. Bantug/
DATE SIGNED:	08/11/2017

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT dated as of August 10, 2017 (this "Agreement"), among A Place For Mom, Inc. (the "Grantor") and Citizens Bank, N.A., as Collateral Agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Credit Agreement dated as of August 10, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Apex Intermediate Holdings, Inc., a Delaware corporation ("Holdings"), APFM Holdings, Inc., a Delaware corporation ("APFM"), A Place For Mom, Inc., a Delaware corporation ("A Place For Mom" and following the Acquisition, together with APFM, each individually a "Borrower" and collectively the "Borrowers"), Apex Merger Sub, Inc., a Delaware corporation ("Merger Sub"), the Lenders party thereto and Citizens Bank, N.A., as Administrative Agent and as Collateral Agent and (b) the Collateral Agreement dated as of August 10, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrowers, Merger Sub, the other grantors from time to time party thereto and the Collateral Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The Grantor is an Affiliate of the Borrowers and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement or the Credit Agreement, as applicable. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Secured Obligations, the Grantor hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the Trademarks listed on Schedule I (the "Trademark Collateral").

SECTION 3. Collateral Agreement. The Security Interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. This Agreement shall terminate and the Security Interest in the Trademark Collateral shall be released in accordance with Section 9.15 of the Credit Agreement and Section 5.13 of the Collateral Agreement.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.


A PLACE FOR MOM, INC.

By: 
Name: Sean Kell
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

CITIZENS BANK, N.A., as Collateral Agent,

By:



Name: John Sidarous

Title: Managing Director

Schedule I

Total (20)	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Status
1.	ASSISTEDLIVINGINFO 	United States	87342395 20-FEB-2017	Not Available	35 43 44	Pending
2.	SENIORS FOR LIVING FIND A NEW PLACE IN LIFE... 	United States	87342445 20-FEB-2017	Not Available	35 43 44	Pending
3.	SENIORLIVING.NET 	United States	87342400 20-FEB-2017	Not Available	35 43 44	Pending
4.	SENIORLIVING.NET 	United States	87342449 20-FEB-2017	Not Available	35 43 44	Pending
5.	OUR PARENTS 	United States	87338709 16-FEB-2017	Not Available	35	Pending
6.	CAREGIVERS.COM 	United States	87331730 10-FEB-2017	Not Available	35 41 43	Pending
7.	A PLACE FOR DAD 	United States	87019020 29-APR-2016	5068774 25-OCT-2016	35 43 44	Registered
8.	YGL YOU'VE GOT LEADS 	United States	86934578 09-MAR-2016	5063562 18-OCT-2016	35	Registered
9.	A PLACE FOR MOM LOCAL EXPERTS. TRUSTED ADVISORS. 	United States	86398289 18-SEP-2014	4864210 01-DEC-2015	35 43	Registered
10.	A PLACE FOR MOM 	United States	86352404 30-JUL-2014	4864086 01-DEC-2015	35 43 44	Registered
11.	VETERANAID 	United States	86278176 12-MAY-2014	4702748 17-MAR-2015	41	Registered

Total (20)	Mark	Country	Serial No./ Filing Date	Reg. No./ Reg. Date	Int'l Classes	Status
12.	SENIOR ADVISOR.COM 	United States	85700227 10-AUG-2012	4355509 18-JUN-2013	38 42 43	Registered
13.	A PLACE FOR DAD A PLACE FOR DAD	United States	85634724 24-MAY-2012	4902128 16-FEB-2016	35 43 44	Registered
14.	A PLACE FOR MOM 	United States	85634728 24-MAY-2012	4282123 29-JAN-2013	35 43 44	Registered
15.	SENIORS FOR LIVING SENIORS FOR LIVING	United States	77795959 03-AUG-2009	3875500 16-NOV-2010	43 45	Registered
16.	OURPARENTS OurParents	United States	77676156 23-FEB-2009	3716853 24-NOV-2009	35	Registered
17.	YOU'VE GOT LEADS YOU'VE GOT LEADS	United States	78334761 01-DEC-2003	2932940 15-MAR-2005	35	Registered
18.	<i>Design Only</i> 	United States	78320939 30-OCT-2003	2941753 19-APR-2005	35 43 44	Registered
19.	A PLACE FOR MOM	United States	78309861 06-OCT-2003	2941714 19-APR-2005	35 43 44	Registered
20.	<i>Design Only</i> 	United States	78309871 06-OCT-2003	2941715 19-APR-2005	35 43 44	Registered