

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM631428

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
WellSky Corporation		03/10/2021	Corporation: NEW YORK
WellSky Home Health & Hospice Corporation		03/10/2021	Corporation: DELAWARE
WellSky Human & Social Services Corporation		03/10/2021	Corporation: DELAWARE
WellSky Financial Services, LLC		03/10/2021	Limited Liability Company: DELAWARE
Consolo Services Group, Inc.		03/10/2021	Corporation: DELAWARE
ClearCare, Inc.		03/10/2021	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Ares Capital Corporation, as Collateral Agent
Street Address:	245 Park Avenue, 44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 67

Property Type	Number	Word Mark
Registration Number:	3255147	COMMUNITYPOINT
Registration Number:	3378559	SERVICEPOINT
Registration Number:	3359610	SERVICEPOÏNT
Registration Number:	4165300	S SPERO SOFTWARE
Registration Number:	2660405	HOMECARENET
Registration Number:	2395330	MESTAMED
Registration Number:	3922801	
Registration Number:	2426518	WORX
Registration Number:	4872876	BLOODSAFE
Registration Number:	4765620	CARETEND
Registration Number:	2387330	HEMOCARE
Registration Number:	4585330	HOMECARE 360°

CH \$1690.00 3255147

Property Type	Number	Word Mark
Registration Number:	2091578	LIFETRAK
Registration Number:	4192840	MEDIMAR
Registration Number:	3978177	MEDIWARE
Registration Number:	4967177	TRANSTEM
Registration Number:	2426523	WORX
Registration Number:	2112695	WORX
Registration Number:	3739607	MEDILINKS
Registration Number:	2764324	MEDILINKS
Registration Number:	5241022	BLOOD MANAGEMENT EXCHANGE
Registration Number:	5241029	BLOOD MANAGEMENT UNIVERSITY
Registration Number:	4453899	VISITVERIFY
Registration Number:	3133504	HARMONY
Registration Number:	2982769	HARMONY
Registration Number:	4453900	
Registration Number:	4453903	VISITVERIFY
Registration Number:	4654627	ADL
Registration Number:	4675464	EASY MEETS POWERFUL
Registration Number:	4684810	KINNSER
Registration Number:	4684880	KINNSER ADL
Registration Number:	4746605	THE COMPLETE HOME HEALTH SOFTWARE SOLUTI
Registration Number:	4746604	PROOF OF CARE AT POINT OF CARE
Registration Number:	4824962	THE CLINICIAN'S CHOICE
Registration Number:	4854274	KINNSER LINK
Registration Number:	4988343	PPS PLUS
Registration Number:	4988345	OASIS ANALYSIS PLUS
Registration Number:	2963272	VISITRACK
Registration Number:	5011431	KINNSER SOFTWARE
Registration Number:	5011429	KINNSER AGENCY MANAGER
Registration Number:	5011430	KINNSER THERAPY MANAGER
Registration Number:	5016412	BENCHMARKS PLUS
Registration Number:	5053984	KINNSER BUSINESS INSIGHTS
Registration Number:	5079788	RISKPOINT
Registration Number:	5079789	KINNSER RISKPOINT
Registration Number:	5189517	PHYSICIAN ACCESS
Registration Number:	5189518	KINNSER PHYSICIAN ACCESS
Registration Number:	5771191	WELLSKY
Registration Number:	5044710	CONSOLO
Registration Number:	5044708	

Property Type	Number	Word Mark
Registration Number:	4971876	CONSOLO
Registration Number:	4904164	CAREGUARD
Registration Number:	4095610	CLEARCARE
Registration Number:	5966422	CONNECTING HOME CARE TO HEALTHCARE
Registration Number:	4602047	FAMILY ROOM
Registration Number:	6257832	COORDINATING PERSONAL CARE AND HOME HEAL
Registration Number:	4724186	SCHEDULE GENIE
Registration Number:	2638950	PAT/STAT NATIONAL DATABASE & PATIENT
Registration Number:	3361999	OASIS WALK
Registration Number:	3065790	FAZZI
Registration Number:	3125223	HOMECARE EXECUTIVE HOME CARE TRENDS AND
Registration Number:	3849133	OASIS COMPETENCY INSTITUTE
Registration Number:	4110522	THE CODING ACADEMY
Registration Number:	4809755	FAZZI SUPERVISIONPLUS
Registration Number:	5314002	NATIONAL STATE OF THE INDUSTRY REPORT FO
Serial Number:	87941633	WELLSKY SOLUTIONS
Serial Number:	87941624	WELLSKY HEALTH

CORRESPONDENCE DATA

Fax Number: 6175269899

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: 6175269628

Email: cslattery@proskauer.com

Correspondent Name: Christine Slattery

Address Line 1: Proskauer Rose LLP

Address Line 2: One International Place, 23rd Floor

Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER: 11668.487

NAME OF SUBMITTER: Christine Slattery

SIGNATURE: /Christine Slattery/

DATE SIGNED: 03/11/2021

Total Attachments: 13

source=Updated WellSky 2L Trademark Security Agreement#page1.tif

source=Updated WellSky 2L Trademark Security Agreement#page2.tif

source=Updated WellSky 2L Trademark Security Agreement#page3.tif

source=Updated WellSky 2L Trademark Security Agreement#page4.tif

source=Updated WellSky 2L Trademark Security Agreement#page5.tif

source=Updated WellSky 2L Trademark Security Agreement#page6.tif

source=Updated WellSky 2L Trademark Security Agreement#page7.tif

source=Updated WellSky 2L Trademark Security Agreement#page8.tif

source=Updated WellSky 2L Trademark Security Agreement#page9.tif
source=Updated WellSky 2L Trademark Security Agreement#page10.tif
source=Updated WellSky 2L Trademark Security Agreement#page11.tif
source=Updated WellSky 2L Trademark Security Agreement#page12.tif
source=Updated WellSky 2L Trademark Security Agreement#page13.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of March 10, 2021 by and among WellSky Corporation, a New York corporation, WellSky Home Health & Hospice Corporation, a Delaware corporation, WellSky Human & Social Services Corporation, a Delaware corporation, WellSky Financial Services, LLC, a Delaware limited liability Company, Consolo Services Group, Inc., a Delaware corporation, Careport Health, LLC, a North Carolina limited liability company, WellSky HCS, LLC, a Delaware limited liability company and ClearCare, Inc., a Delaware corporation (each, a “Grantor” and collectively, the “Grantors”) and Ares Capital Corporation, in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

PRELIMINARY STATEMENTS

WHEREAS, each Grantor is party to that certain Second Lien Pledge and Security Agreement, dated as of March 10, 2021 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which each Grantor granted to the Secured Parties a security interest in and continuing lien on, certain intellectual property rights owned by such Grantor and pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for itself and the ratable benefit of the Secured Parties a continuing lien on and security interest in and to all of its right, title and interest in, to and under (a) all Trademarks owned by or exclusively licensed to such Grantor, including but not limited to the Trademarks listed on Schedule I attached hereto; (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement, dilution or violation of any of the foregoing or for any injury to goodwill; and (e) all Proceeds of the foregoing, including without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Trademark Collateral”). Notwithstanding the foregoing or anything herein to the contrary, in no event shall the “Trademark Collateral” include, or the security interests attach to, any Excluded Asset.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the

Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by each Grantor to the Collateral Agent in the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Junior Priority Intercreditor Agreement. Notwithstanding anything herein to the contrary, (i) the liens and security interests granted to the Collateral Agent pursuant to this Agreement and the Security Agreement as supplemented hereby are subject to the terms and provisions of the Junior Priority Intercreditor Agreement and (ii) the exercise of any right or remedy by the Collateral Agent or any other secured party hereunder is subject to the limitations and provisions of the Junior Priority Intercreditor Agreement dated as of March 10, 2021, among Bank of America, N.A., as First Lien Collateral Agent, Ares Capital Corporation, as Initial Second Lien Representative, Holdings, the Borrower and the other parties thereto from time to time party thereto, as amended, restated, amended and restated, replaced, supplemented or otherwise modified from time to time (the "Junior Priority Intercreditor Agreement"). In the event of any conflict between the terms of the Junior Priority Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Junior Priority Intercreditor Agreement shall govern.

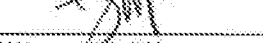
SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement. The words "delivery," "execution," "execute," "signed," "signature," and words of like import in or related to any document to be signed in connection with this Trademark Security Agreement and the transactions contemplated hereby shall be deemed to include electronic signatures, the electronic matching of assignment terms and contract formations on electronic platforms approved by the Collateral Agent, 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.

SECTION 7. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

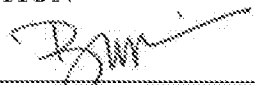
[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, each 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.

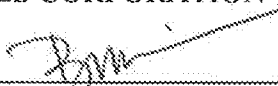
WELLSKY CORPORATION

By: 
Name: William J. Miller
Title: President and Chief Executive Officer, Chairman

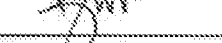
WELLSKY HOME HEALTH & HOSPICE CORPORATION

By: 
Name: William J. Miller
Title: President

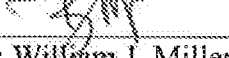
WELLSKY HUMAN & SOCIAL SERVICES CORPORATION

By: 
Name: William J. Miller
Title: President

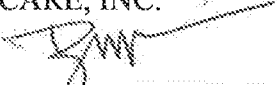
CONSOLO SERVICES GROUP, INC.

By: 
Name: William J. Miller
Title: President

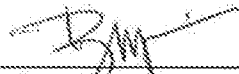
WELLSKY HCS, LLC

By: 
Name: William J. Miller
Title: President

CLEARCARE, INC.

By: 
Name: William J. Miller
Title: President

CAREPORT HEALTH, LLC

By:  _____

Name: William J. Miller

Title: President and Chief Executive
Officer, Chairman

WELLSKY FINANCIAL SERVICES, LLC

By: 
Name: William J. Miller
Title: President


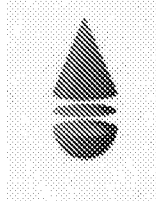
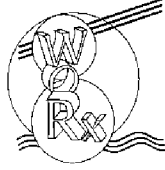
Accepted and Agreed:

ARES CAPITAL CORPORATION,
as Collateral Agent

By:  _____
Name: Scott Lem
Title: Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

Owner/Grantor	Trademark Description	Registration, Application Number	Jurisdiction	Registration Date
WellSky Corporation	COMMUNITYPOINT	3255147	U.S.	June 26, 2007
WellSky Corporation	SERVICEPOINT	3378559	U.S.	February 5, 2008
WellSky Corporation	SERVICEPOÏNT	3359610	U.S.	December 25, 2007
WellSky Corporation		4165300	U.S.	June 26, 2012
WellSky Corporation	HEMOCARENET	2660405	U.S.	December 10, 2002
WellSky Corporation	MESTAMED	2395330	U.S.	October 17, 2000
WellSky Corporation		3922801	U.S.	February 22, 2011
WellSky Corporation		2426518	U.S.	February 6, 2001
WellSky Corporation	BLOODSAFE	4872876	U.S.	December 22, 2015
WellSky Corporation	CARETEND	4765620	U.S.	June 30, 2015
WellSky Corporation	HEMOCARE	2387330	U.S.	September 19, 2000

Owner/Grantor	Trademark Description	Registration, Application Number	Jurisdiction	Registration Date
WellSky Corporation	HEMOCARE 360°	4585330	U.S.	August 12, 2014
WellSky Corporation	LIFETRAK	2091578	U.S.	August 26, 1997
WellSky Corporation	MEDIMAR	4192840	U.S.	August 21, 2012
WellSky Corporation	MEDIWARE	3978177	U.S.	June 14, 2011
WellSky Corporation	TRANSTEM	4967177	U.S.	May 31, 2016
WellSky Corporation	WORX	2426523	U.S.	February 6, 2001
WellSky Corporation	WORX	2112695	U.S.	November 11, 1997
WellSky Corporation	MEDILINKS	3739607	U.S.	January 19, 2010
WellSky Corporation	MEDILINKS	2764324	U.S.	September 16, 2003
WellSky Corporation	BLOOD MANAGEMENT EXCHANGE	5241022	U.S.	July 11, 2017
WellSky Corporation	BLOOD MANAGEMENT UNIVERSITY	5241029	U.S.	July 11, 2017
WellSky Home Health & Hospice Corporation	VisitVerify	4453899	U.S.	December 24, 2013
WellSky Human & Social Services Corporation	HARMONY	3133504	U.S.	August 22, 2006
WellSky Human & Social Services	HARMONY	2982769	U.S.	August 9, 2005

Owner/Grantor	Trademark Description	Registration, Application Number	Jurisdiction	Registration Date
WellSky Home Health & Hospice Corporation		4453900	U.S.	December 24, 2013
WellSky Home Health & Hospice Corporation	VisitVerify	4453903	U.S.	December 24, 2013
WellSky Home Health & Hospice Corporation	ADL	4654627	U.S.	December 9, 2014
WellSky Home Health & Hospice Corporation	EASY MEETS POWERFUL	4675464	U.S.	January 20, 2015
WellSky Home Health & Hospice Corporation	KINNSER	4684810	U.S.	February 10, 2015
WellSky Home Health & Hospice Corporation	KINNSER ADL	4684880	U.S.	February 10, 2015
WellSky Home Health & Hospice Corporation	THE COMPLETE HOME HEALTH SOFTWARE SOLUTION	4746605	U.S.	June 2, 2015
WellSky Home Health & Hospice Corporation	PROOF OF CARE AT POINT OF CARE	4746604	U.S.	June 2, 2015
WellSky Home Health & Hospice Corporation	THE CLINICIAN'S CHOICE	4824962	U.S.	October 6, 2015
WellSky Home Health & Hospice Corporation	KINNSER LINK	4854274	U.S.	November 17, 2015
WellSky Home Health & Hospice Corporation	PPS PLUS	4988343	U.S.	June 28, 2016

Owner/Grantor	Trademark Description	Registration, Application Number	Jurisdiction	Registration Date
WellSky Home Health & Hospice Corporation	OASIS ANALYSIS PLUS	4988345	U.S.	June 28, 2016
WellSky Home Health & Hospice Corporation	VisiTrack	2963272	U.S.	June 21, 2005
WellSky Home Health & Hospice Corporation	KINNSER SOFTWARE	5011431	U.S.	August 2, 2016
WellSky Home Health & Hospice Corporation	KINNSER AGENCY MANAGER	5011429	U.S.	August 2, 2016
WellSky Home Health & Hospice Corporation	KINNSER THERAPY MANAGER	5011430	U.S.	August 2, 2016
WellSky Home Health & Hospice Corporation	BENCHMARKS PLUS	5016412	U.S.	August 9, 2016
WellSky Home Health & Hospice Corporation	KINNSER BUSINESS INSIGHTS	5053984	U.S.	October 4, 2016
WellSky Home Health & Hospice Corporation	RISKPOINT	5079788	U.S.	November 8, 2016
WellSky Home Health & Hospice Corporation	KINNSER RISKPOINT	5079789	U.S.	November 8, 2016
WellSky Home Health & Hospice Corporation	PHYSICIAN ACCESS	5189517	U.S.	April 25, 2017
WellSky Home Health & Hospice Corporation	KINNSER PHYSICIAN ACCESS	5189518	U.S.	April 25, 2017

Owner/Grantor	Trademark Description	Registration, Application Number	Jurisdiction	Registration Date
Corporation				
WellSky Corporation	WELLSKY SOLUTIONS	87941633	U.S.	N/A (Filing Date is May 30, 2018)
WellSky Corporation	WELLSKY HEALTH	87941624	U.S.	N/A (Filing Date is May 30, 2018)
WellSky Corporation	WELLSKY	5771191	U.S.	June 4, 2019
Consolo Services Group, Inc.	CONSOLO	5044710	U.S.	September 20, 2016
Consolo Services Group, Inc.		5044708	U.S.	September 20, 2016
Consolo Services Group, Inc.	Consolo	4971876	U.S.	June 7, 2016
ClearCare, Inc.	CareGuard	4904164	U.S.	February 23, 2016
ClearCare, Inc.	ClearCare	4095610	U.S.	February 7, 2012
ClearCare, Inc.	CONNECTING HOME CARE TO HEALTHCARE	5966422	U.S.	January 21, 2020
ClearCare, Inc.	FAMILY ROOM	4602047	U.S.	September 9, 2014

Owner/Grantor	Trademark Description	Registration, Application Number	Jurisdiction	Registration Date
ClearCare, Inc.	COORDINATING PERSONAL CARE AND HOME HEALTH AT SCALE	6257832	U.S.	January 26, 2021
ClearCare, Inc.	SCHEDULE GENIE	4724186	U.S.	April 21, 2015
WellSky Financial Services, LLC	PAT/STAT NATIONAL DATABASE & PATIENT	2638950	U.S.	October 22, 2002
WellSky Financial Services, LLC	OASIS WALK	3361999	U.S.	January 1, 2008
WellSky Financial Services, LLC	FAZZI	3065790	U.S.	March 7, 2006
WellSky Financial Services, LLC	HEMOCARE EXECUTIVE HOME CARE TRENDS AND STRATEGIES FOR IMPROVEMENT	3125223	U.S.	August 1, 2006
WellSky Financial Services, LLC	OASIS COMPETENCY INSTITUTE	3849133	U.S.	September 14, 2010
WellSky Financial Services, LLC	THE CODING ACADEMY	4110522	U.S.	March 6, 2012
WellSky Financial Services, LLC	FAZZI SUPERVISIONPLUS	4809755	U.S.	September 8, 2015
WellSky Financial Services, LLC	NATIONAL STATE OF THE INDUSTRY REPORT FOR HOME HEALTH AND HOSPICE	5314002	U.S.	October 17, 2017