

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM747819

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Notice and Confirmation of Grant of Security Interest in Trademarks
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Curo Health Services, LLC		08/11/2022	Limited Liability Company: DELAWARE
Odyssey HealthCare, Inc.		08/11/2022	Corporation: DELAWARE

RECEIVING PARTY DATA

Name:	Barclays Bank plc
Street Address:	745 7th Avenue, 8th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	Public Limited Company: UNITED KINGDOM

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2717717	GENTIVA
Registration Number:	5975109	GENTIVA
Registration Number:	5980914	
Registration Number:	3043878	COMMUNITY HOME CARE & HOSPICE
Registration Number:	4807006	C CURO HEALTH SERVICES
Registration Number:	4807007	CURO HEALTH SERVICES
Registration Number:	4863138	SOUTHERNCARE
Registration Number:	4880214	HOSPICE PLUS
Registration Number:	5022666	B
Registration Number:	5116894	COMMUNITY
Registration Number:	5149164	REGENCY HOSPICE
Registration Number:	5157263	GRACE HOSPICE FOUNDATION
Registration Number:	5183606	SOUTHERNCARE
Registration Number:	5239393	AVALON HOSPICE
Registration Number:	5413551	B SOUTHERNCARE NEW BEACON
Registration Number:	5470215	HOSPICE PLUS

CH \$515.00 2717717

Property Type	Number	Word Mark
Registration Number:	2672152	VISTACARE
Serial Number:	90733288	NEW CENTURY HOSPICE EMBRACING LIFE
Serial Number:	90733337	NEW CENTURY HOSPICE EMBRACING LIFE
Serial Number:	90733419	REGENCY SOUTHERNCARE HOSPICE SERVICES

CORRESPONDENCE DATA

Fax Number: 2129096836
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: 212-909-6000
Email: trademarks@debevoise.com
Correspondent Name: Katherine Stanger, Esq.
Address Line 1: 919 Third Avenue
Address Line 2: Debevoise & Plimpton LLP
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Katherine Stanger
SIGNATURE:	/Katherine Stanger/
DATE SIGNED:	08/11/2022

Total Attachments: 7

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SECOND LIEN 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 August 11, 2022, made by Curo Health Services, LLC and Odyssey HealthCare, Inc. (the “Grantors”), in favor of BARCLAYS BANK PLC, as collateral agent for the Secured Parties (in such capacity, and together with its successors and assigns in such capacity, the “Collateral Agent”) for the banks and other financial institutions (the “Lenders”) that are parties to the Second Lien Credit Agreement, dated as of August 11, 2022 (as amended, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), among the Collateral Agent, the Borrowers (as defined in the Credit Agreement), the Lenders and BARCLAYS BANK PLC, as administrative agent.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, the Borrowers are members of an affiliated group of companies that includes the Grantors; and

WHEREAS, in connection with the Credit Agreement, the Borrowers, the Grantors and the other parties thereto have executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of August 11, 2022, (as further amended, supplemented, waived or otherwise modified from time to time, the “Security Agreement”), in favor of the Collateral Agent; and

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

WHEREAS, the Grantors have 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 Grantors agree as follows:

SECTION 1. Definitions. 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 Grantors hereby confirm that, subject to existing licenses to use the Trademarks granted by the Grantors in the ordinary course of their businesses and Liens permitted under the Credit Agreement, pursuant to the Security Agreement they granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Grantors’ rights, titles and interests in and to all Trademarks now owned or at any time hereafter acquired by the Grantors (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all Proceeds and

products of any and all 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 the Grantors, except that no security interest is or will be granted pursuant hereto in any Excluded Assets.

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

SECTION 4. Purpose. 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. Acknowledgment. The Grantors do 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. Counterparts. 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. The words "execution", "signed", "signature" and words of like import in this Agreement or in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures 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 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.

* * *

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IN WITNESS WHEREOF, the Grantors have caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

CURO HEALTH SERVICES, LLC

By: Tom Dolan

Name: Thomas Dolan

Title:

ODYSSEY HEALTHCARE, INC.

By: Tom Dolan

Name: Thomas Dolan

Title: Chief Financial Officer

[Signature Page to Falcon Second Lien Notice and Confirmation of Grant of Security Interest in Trademarks]

TRADEMARK
REEL: 007819 FRAME: 0543

BARCLAYS BANK PLC,
as Collateral Agent

A handwritten signature in cursive script that reads "Edward Pan". The signature is written in black ink on a white background.

By: _____

Name: Edward Pan

Title: Vice President

SCHEDULE I

Trademark Registrations and Applications

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
Curo Health Services, LLC	US	GENTIVA	75841067	04-Nov-1999	2717717	20-May-2003
Curo Health Services, LLC	US	GENTIVA (PLUS DESIGN)	88258714	11-Jan-2019	5975109	04-Feb-2020
Curo Health Services, LLC	US	CROSS-SHAPED DOTTED LOGO	88258722	11-Jan-2019	5980914	11-Feb-2020
Curo Health Services, LLC	US	COMMUNITY HOME CARE & HOSPICE (Design Mark)	76612214	15-Sep-2004	3043878	17-Jan-2006
Curo Health Services, LLC	US	C CURO HEALTH SERVICES (Design Mark)	86428644	20-Oct-2014	4807006	08-Sep-2015
Curo Health Services, LLC	US	CURO HEALTH SERVICES	86428983	20-Oct-2014	4807007	08-Sep-2015
Curo Health Services, LLC	US	SOUTHERNCARE	86611891	28-Apr-2015	4863138	01-Dec-2015
Curo Health Services, LLC	US	HOSPICE PLUS	86611880	28-Apr-2015	4880214	05-Jan-2016
Curo Health Services, LLC	US	B (Stylized)	86960219	31-Mar-2016	5022666	16-Aug-2016
Curo Health Services, LLC	US	COMMUNITY	86611834	28-Apr-2015	5116894	10-Jan-2017
Curo Health Services, LLC	US	REGENCY HOSPICE & Design	86868604	07-Jan-2016	5149164	28-Feb-2017
Curo Health Services, LLC	US	GRACE HOSPICE FOUNDATION & Design	86822598	17-Nov-2015	5157263	07-Mar-2017
Curo Health Services, LLC	US	SOUTHERNCARE & Design	87123181	1-Aug-2016	5183606	11-Apr-2017
Curo Health Services, LLC	US	AVALON HOSPICE & Design	87021594	2-May-2016	5239393	11-Jul-2017
Curo Health Services, LLC	US	B SOUTHERNCARE NEW BEACON & Design	87041428	18-May-2016	5413551	27-Feb-2018
Curo Health Services, LLC	US	HOSPICE PLUS & Design	87021608	02-May-2016	5470215	15-May-2018
Odyssey HealthCare, Inc.	US	VISTACARE	76394822	12-Apr-2002	2672152	07-JAN-2003
Curo Health	US	NEW CENTURY HOSPICE EMBRACING	90733288	25-May-2021		

<u>Grantor</u>	<u>Country</u>	<u>Mark</u>	<u>Application No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
Services, LLC		LIFE				
Curo Health Services, LLC	US	NEW CENTURY HOSPICE EMBRACING LIFE (and design)	90733337	25-May-2021		
Curo Health Services, LLC	US	REGENCY SOUTHERNCARE HOSPICE SERVICES (and design)	90733419	25-May-2021		