

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM775766

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
INNOVATE CARE LLC		12/21/2022	Limited Liability Company:
RECEIVING PARTY DATA			
Name:	CITIBANK, N.A.		
Street Address:	6400 LAS COLINAS BLVD.		
Internal Address:	ATTN: SYNDICATIONS		
City:	IRVING		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	NATIONAL ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	5701569	FREEDOMCARE	
Registration Number:	5674733		
CORRESPONDENCE DATA			
Fax Number:			
<i>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.</i>			
Phone:	2125490410		
Email:	shorne@reedsmith.com		
Correspondent Name:	CONSTANTIN SOURIS		
Address Line 1:	599 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10022		
NAME OF SUBMITTER:	CONSTANTIN SOURIS		
SIGNATURE:	/CONSTANTIN SOURIS/		
DATE SIGNED:	12/21/2022		
Total Attachments: 4			
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OP \$65.00 5701569

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of December 21, 2022, made by each of the Persons listed on the signature pages hereto (collectively, the "Grantors") in favor of Citibank, N.A. (the "Lender" and, together with Affiliates of the Lender, the "Secured Parties").

W I T N E S S E T H:

WHEREAS, pursuant to Section 4.01(e) of that certain Security Agreement, dated as of the date hereof (as amended, amended and restated, supplemented or otherwise modified from time to time, collectively, the "Security Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement), among the grantors party thereto and the Lender, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, the Grantors and the Lender agree as follows:

SECTION 1. Grant of Security. As collateral security for the payment in full when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, each Grantor hereby pledges and grants to the Lender, for the ratable benefit of the Secured Parties, as hereinafter provided a security interest in all of such Grantor's right, title and interest in, to and under the following property, in each case whether tangible or intangible, wherever located, and whether now owned by such Grantor or hereafter acquired and whether now existing or hereafter coming into existence (all of the property described in this Section 1 being collectively referred to herein as "Collateral"):

- (a) each Trademark, including, without limitation, each registered and applied for Trademark and all goodwill associated with or symbolized by each Trademark listed on Schedule A hereto;
- (b) all other Trademark Collateral; and
- (c) all Proceeds of any of the foregoing, all Accessions to and substitutions and replacements for any of the foregoing, and, all rents, profits and products of any of the foregoing, and, to the extent related to any of the foregoing, all books, correspondence, credit files, records, invoices and other papers (including all tapes, cards, computer runs and other papers and documents in the possession or under the control of such Grantor or any computer bureau or service company from time to time acting for such Grantor).

SECTION 2. Security for Secured Obligations. The grant of a security interest in the Collateral by each Grantor under this Agreement secures the payment and performance of all Secured Obligations.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Commissioner for Trademarks at the United States Patent and Trademark Office record this Agreement.

SECTION 4. Grants, Rights and Remedies. This Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Secured Parties with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto 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. Delivery of an executed counterpart of this Agreement by facsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement.

SECTION 6. Governing Law, Submission to Jurisdiction, Etc.

(a) Effectiveness; Binding Effect; Governing Law. This Agreement shall become effective when it shall have been executed by the Grantors and the Lender and thereafter shall be binding upon and inure to the benefit of the Grantors, the Lender, for the ratable benefit of the Secured Parties, and their respective successors and assigns (subject to Section 5.05 of the Security Agreement). THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO ITS CHOICE OF LAW PRINCIPLES WHICH WOULD RESULT IN THE APPLICATION OF THE LAW OF ANOTHER JURISDICTION.

(b) Consent to Jurisdiction; Venue. All judicial proceedings brought against the Grantors with respect to this Agreement or the other Loan Documents may be brought in any state or federal court of competent jurisdiction in the State of New York in and for the County of New York or of the United States for the Southern District of New York (in each case sitting in the Borough of Manhattan), and by execution and delivery of this Agreement, each Grantor hereby irrevocably accepts for itself and in connection with its properties, generally and unconditionally, the exclusive jurisdiction of the aforesaid courts, and each Grantor hereby irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement and the other Loan Documents. Each Grantor hereby irrevocably waives any right it may have to assert the doctrine of forum non conveniens or to object to venue to the extent any proceeding is brought in accordance with this Section 5.07(b) of the Security Agreement. Nothing in this Agreement or in any other Loan Document shall affect any right that the Lender may otherwise have to bring any action or proceeding relating to any Loan Documents against the Grantors or its property in the courts of any jurisdiction.

(c) Service of Process. Each Grantor hereby irrevocably consents to service of process in the manner provided in Section 8.18 of the Credit Agreement.


SECTION 7. Separability of Provisions; Headings. In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. Section headings in this Agreement are included for convenience of reference only and shall not be given any substantive effect.

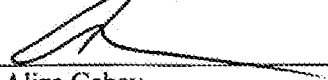
SECTION 8. Entire Agreement. This Agreement with all Exhibits and Schedules hereto and the other Loan Documents embody the entire agreement and understanding by and among the parties hereto and thereto relating to the subject matter hereof and thereof and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof and thereof.

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IN WITNESS WHEREOF, each Grantor has duly executed this Agreement as of this {21st} day of December, 2022.

INNOVATE CARE LLC

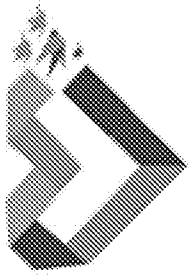
By: 
Name: Yoel Gabay
Title: Member/Manager

By: 
Name: Aliza Gabay
Title: Member/Manager

[Signature Page -- Trademark Security Agreement]

Schedule A

Trademarks

Owner	Mark	Country	Application No. or Registration No.	Expiration Date
Innovate Care LLC	Word Mark: FREEDOMCARE	USA	5701569	Federally registered trademark; does not expire as long as the mark remains in use; Registered on March 19, 2019
	 <p>Service Mark</p>	USA	5674733	Federally registered service mark; does not expire as long as the mark remains in use; Registered on February 12, 2019