

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|   |                                     |                       |   |
|---|-------------------------------------|-----------------------|---|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                      |                       |   |
| <b>NATURE OF CONVEYANCE:</b>  | SECURITY INTEREST                   |                       |   |
| <b>CONVEYING PARTY DATA</b>   |                                     |                       |   |
| <b>Name</b>   | <b>Formerly</b>                     | <b>Execution Date</b> | <b>Entity Type</b>                      |
| Aheadd Services, LLC  |                                     | 04/01/2013            | LIMITED LIABILITY COMPANY: PENNSYLVANIA |
| <b>RECEIVING PARTY DATA</b>   |                                     |                       |   |
| <b>Name:</b>  | TD Bank, N.A. as Agent              |                       |   |
| <b>Street Address:</b>  | 200 State Street                    |                       |   |
| <b>City:</b>  | Boston                              |                       |   |
| <b>State/Country:</b>   | MASSACHUSETTS                       |                       |   |
| <b>Postal Code:</b>   | 02109                               |                       |   |
| <b>Entity Type:</b>   | National Association: UNITED STATES |                       |   |
| <b>PROPERTY NUMBERS Total: 1</b>  |                                     |                       |   |
| <b>Property Type</b>  | <b>Number</b>                       | <b>Word Mark</b>      |   |
| <b>Registration Number:</b>   | 3809608                             | AHEADD                |   |
| <b>CORRESPONDENCE DATA</b>  |                                     |                       |   |
| <b>Fax Number:</b>  | 6172484000                          |                       |   |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |                                     |                       |   |
| <b>Email:</b>   | tmadmin@choate.com                  |                       |   |
| <b>Correspondent Name:</b>  | Elizabeth A. Walker                 |                       |   |
| <b>Address Line 1:</b>  | Two International Place             |                       |   |
| <b>Address Line 2:</b>  | Choate Hall & Stewart LLP           |                       |   |
| <b>Address Line 4:</b>  | Boston, MASSACHUSETTS 02110         |                       |   |
| <b>ATTORNEY DOCKET NUMBER:</b>  | 2006064.0007                        |                       |   |
| <b>NAME OF SUBMITTER:</b>   | Elizabeth A. Walker                 |                       |   |
| <b>Signature:</b>   | /Elizabeth A. Walker/               |                       |   |

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**TRADEMARK**  
**REEL: 005019 FRAME: 0752**

Date:

05/01/2013

**Total Attachments: 10**

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**INTELLECTUAL PROPERTY SECURITY AGREEMENT**

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 1, 2013, is entered into by and among **AHEAD SERVICES, LLC**, a Pennsylvania limited liability company (the "Grantor") and **TD BANK, N.A.**, as agent and as Lender (hereinafter, the "Agent").

**Statement of Facts**

A. Pursuant to that certain Revolving Credit and Term Loan Agreement dated as of April 12, 2012 by and among Community Intervention Services Holdings, Inc., a Delaware corporation (the "Holding Company"), Community Intervention Services, Inc., a Delaware corporation (the "Parent"), South Bay Mental Health Center, Inc., a Massachusetts corporation (the "Borrower"), and the Agent, as amended pursuant to that certain First Amendment to Credit Agreement, Limited Consent, Limited Waiver and Joinder dated as of November 30, 2012, by and among Access Family Services, Inc., a North Carolina corporation ("AFS"), the Holding Company, the Parent, the Borrower, and the Agent, as further amended pursuant to that certain Second Amendment to Credit Agreement, Limited Consent, Limited Waiver and Joinder dated as of December 31, 2012, by and among Family Behavioral Resources, Inc., a Pennsylvania corporation ("FBR"), AFS, the Holding Company, the Parent, the Borrower, and the Agent, and as further amended pursuant to that certain Joinder and Third Amendment to Credit Agreement dated as of the date hereof among the Grantor, Autism Education and Research Institute, Inc., a Pennsylvania corporation ("AERI"), AERI Educational Management, LLC ("AEM"), FBR, AFS, the Holding Company, the Parent, the Borrower, and the Agent (as further amended, restated, modified, supplemented, and in effect from time to time, the "Loan Agreement"), the Lenders have agreed to make Loans and other extensions of credit to the Borrower.

B. In order to induce the Lenders to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions contained in the Loan Agreement, the Grantor has agreed, upon the terms contained in the Loan Agreement and the Security Agreement referred to below, to grant to the Agent, for the benefit of the Lenders, continuing security interests in and liens upon all Intellectual Property (as defined below) of the Grantor in order to secure all of the Secured Obligations.

C. The Grantor has granted to the Agent, for the benefit of the Lenders, continuing security interests in and liens upon all of the Intellectual Property (as defined below) of the Grantor pursuant to and upon the terms and conditions contained in the Security and Pledge Agreement dated as of the date hereof, by and among the Grantor, the other Debtors (as defined in the Security Agreement) party thereto, and the Agent (as amended and restated, modified, supplemented or restated and in effect from time to time, the "Security Agreement").

D. Upon the terms contained in the Loan Agreement and the Security Agreement, the Grantor has agreed to execute and deliver to the Agent, for the benefit of the Lenders, this Intellectual Property Security Agreement, which is supplemental to the Security Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby absolutely, unconditionally and irrevocably agrees with the Agent as follows:

1. **Definitions.** All capitalized terms used (including in the Preamble and the Statement of Facts) but not otherwise defined herein shall have the meanings given to them in the Security Agreement or, if not defined therein, then in the Loan Agreement, and the following terms shall have (unless otherwise provided elsewhere in this Intellectual Property Security Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural forms of the terms defined):

(a) “Excluded Property” shall mean (i) any Property in which Grantor is not permitted by applicable law or by the terms of any document, instrument, or agreement to which Grantor is a party or by which Grantor or any of its Property is bound, to grant a security interest or to collaterally assign or pledge such Property or (ii) any intent-to-use trademark application to the extent and for so long as creation by Grantor of a security interest therein would result in the loss by Grantor of any material rights therein.

(b) “Intellectual Property” shall mean all of the rights, title and interests of the Grantor in, to and under all of the following, whether presently existing or at any time or from time to time hereafter created, arising or acquired:

(i) all of its Trademarks, including all of its trademarks and all trademark licenses to which it is a party, including, without limitation, all of those referred to in Schedule I hereto;

(ii) all of its Patents and all Patent licenses to which it is a party, including, without limitation, all of those referred to in Schedule II hereto;

(iii) all of its Copyrights and all Copyright licenses to which it is a party, including, without limitation, all of those referred to in Schedule III hereto;

(iv) all goodwill of the businesses of the Grantor connected with the use of, or otherwise symbolized by, each Trademark (including each trademark and trademark license), Patent, Patent license, Copyright and Copyright license; and

(v) all income, products and proceeds of each of the foregoing, including, without limitation, all claims by the Grantor against third parties for past, present or future (A) infringement or dilution of any Trademark, including any trademark or trademark licensed under any trademark license, (B) injury to any goodwill associated with any Trademark, including any trademark or any trademark licensed under any trademark license, (C) infringement of any Patent or any Patent licensed under any Patent license, (D) injury to any goodwill associated with any Patent or any Patent licensed under any Patent license, (E) infringement of any Copyright or any Copyright licensed under any Copyright

license, (F) injury to any goodwill associated with any Copyright or any Copyright licensed under any Copyright license, or (G) violation of any other Intellectual Property.

(c) “Obligations” shall mean any and all of the Secured Obligations and Guaranteed Obligations (each as is defined in the Security Agreement).

All other terms contained in this Intellectual Property Security Agreement shall, unless the context shall indicate otherwise, have the meanings provided for by the UCC, to the extent that such other terms are used or defined therein. References to the Loan Agreement or Security Agreement include any amendment, amendment and restatement, modification, supplement, restatement, replacement or refinancing (in whole or in part) thereof, whether by way of increase or reduction to any of the commitments of the Lenders to fund Loans under the Loan Agreement or the principal amount of any of the Loans, addition or elimination of any credit facilities thereunder, extension of any term, addition or deletion of any party thereto, or otherwise.

2. **Grant of Security Interests.** To secure the prompt and complete payment and performance of all and each of the Obligations, as and when the same shall become due and payable, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due and payable but for the operation of the automatic stay under the Bankruptcy Code), the Grantor hereby grants to the Agent, for the benefit of the Lenders, a continuing security interest in and lien upon all of the rights, title and interests of the Grantor to, in and under all of the Intellectual Property. Notwithstanding the foregoing, any Intellectual Property which constitutes Excluded Property shall not constitute Collateral for the Obligations; provided, however, that, if and when any such Intellectual Property shall cease to be Excluded Property, such Intellectual Property shall automatically be deemed at all times from and after the date thereof to constitute Collateral subject to the terms hereof, and provided, further, that the proceeds (as such term is defined in the UCC) resulting from any sale, transfer, or other disposition of Excluded Property shall automatically be deemed to constitute Collateral subject to the terms hereof.

3. **Representations and Warranties.** The Grantor represents and warrants to the Agent that, as of the Third Amendment Effective Date, the Grantor does not have any ownership interest in, or title to, any registered Trademark, Trademark application (other than any applications for intent-to-use Trademarks), Patent, Patent application, registered Copyright or Copyright application, except as set forth in Schedule I, Schedule II and Schedule III hereto. If Grantor shall create or obtain rights to any registered Trademark, Trademark application, Patent, Patent application, registered Copyright or Copyright application in addition to those set forth in Schedule I, Schedule II and Schedule III hereto, the provisions of this Agreement shall automatically apply thereto and Grantor shall take such action as the Agent may reasonably request to more fully evidence the same. Grantor shall promptly notify the Agent in writing of any new registered Trademark, Trademark application, Patent, Patent application, registered Copyright or Copyright application in which Grantor has an ownership interest.

4. **Security Agreement.** The security interests and liens granted by the Grantor to the Agent pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests and liens granted by the Grantor to the Agent pursuant to the Security

Agreement. The Grantor and the Agent expressly agree that each of the security interests and liens granted under this Intellectual Property Security Agreement and the Security Agreement in the Intellectual Property are intended to be treated as a single security interest for purposes of Article 9 of the UCC and other applicable law. The exercise by the Agent of any rights or remedies with respect to any of the Intellectual Property shall be deemed to be an exercise of such rights or remedies in connection with both this Intellectual Property Security Agreement and also the Security Agreement. In the event of any inconsistency between the terms and conditions of this Intellectual Property Security Agreement and the Security Agreement, then the terms and conditions of the Security Agreement shall prevail.

5. **Reserved.**

6. **Reinstatement.** This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective in the event that any petition shall be filed by or against the Grantor for liquidation or reorganization, should the Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of the Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and shall be deemed reduced only by such amount paid in cash and not so rescinded, reduced, restored or returned.

7. **Notices.** Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties hereto by any other party hereto, or whenever any of the parties hereto desires to give and serve upon any other party hereto any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in Article 22 of the Loan Agreement.

8. **Termination; Release.**

(a) Subject always to Section 6 hereof, this Intellectual Property Security Agreement shall terminate on the date on which (i) all of the Secured Obligations have been paid and finally satisfied in full in cash and (ii) all commitments of the Lenders to fund Loans under the Loan Agreement shall have terminated (the "Termination Date"). Upon the Termination Date, the Agent shall, at the sole cost and expense of the Grantor, promptly execute and deliver to the Grantor such documents as the Grantor shall reasonably request to evidence the termination and release of the liens created hereby.

(b) In the event that any part of the Intellectual Property (other than the Excluded Property) is sold in connection with a sale permitted by Section 11.5(b) of the Loan Agreement or otherwise released at the direction of the Agent or in accordance with the terms of the Loan Agreement, and the proceeds of such sale or sales or from such release are applied in

accordance with the terms of the Loan Agreement, to the extent required to be so applied, such Intellectual Property will be sold free and clear of the liens created by this Agreement, and the Agent, at the request and expense of the Grantor, will execute and deliver to Grantor a proper Instrument or Instruments (including Uniform Commercial Code termination statements) and will duly assign, transfer and deliver to Grantor (without recourse, and without any representation or warranty) such of the Intellectual Property covered by this Agreement as is then being (or has been) so sold or released and as may be in the possession of the Agent and has not theretofore been released pursuant to this Agreement.

9. **Choice of Law And Venue; Jury Trial Waiver.** THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK. EACH OF THE PARTIES HERETO HEREBY AGREES TO BE BOUND BY THE PROVISIONS SET FORTH IN ARTICLE 23 AND ARTICLE 27 OF THE LOAN AGREEMENT, WHICH PROVISIONS ARE HEREBY INCORPORATED HEREIN BY REFERENCE WITH THE SAME FULL FORCE AND EFFECT AS IF SET FORTH HEREIN IN FULL.

10. **Expenses.** In the event that the Grantor shall fail to comply with the provisions of this Intellectual Property Security Agreement or any other Loan Document, such that the value of any Intellectual Property or the validity, perfection, rank or value of any liens created hereunder is thereby materially diminished or could reasonably be expected to be materially diminished or put at risk, the Agent may, but shall not be required to, effect such compliance on behalf of the Grantor, and the Grantor shall reimburse the Lenders for all of the reasonable and out-of-pocket costs and expenses thereof on demand by the Agent.

11. **Delivery by Facsimile.** Delivery of the signature pages to this Intellectual Property Security Agreement by facsimile, pdf, or other electronic transmission shall be as effective as delivery of manually executed counterparts of this Intellectual Property Security Agreement.

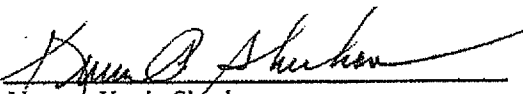
12. **Counterparts.** This Intellectual Property Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the Grantor has caused this INTELLECTUAL PROPERTY SECURITY AGREEMENT to be executed and delivered by its duly authorized officer or other representative as of the date first set forth above.

**GRANTOR:**

AHEAD SERVICES, LLC

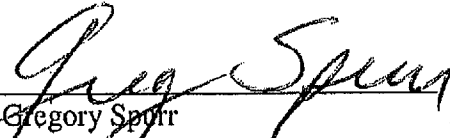
By:   
Name: Kevin Sheehan  
Title: Chief Executive Officer

*[Signature Page to Intellectual Property Security Agreement]*



**AGENT:**

**TD BANK, N.A.,**  
as Agent

By:   
Name: Gregory Spurr  
Title: Vice President

*[Signature Page to Intellectual Property Security Agreement]*

**TRADEMARK**  
**REEL: 005019 FRAME: 0760**

**Schedule I**

**Trademarks; Trademark Applications**

Title:

AHEADD

Registration No.:

3809608

Reg. Date:

June 29, 2010

**Schedule II**

**Patents; Patent Applications**

None.

**Schedule III**

**Copyrights; Copyright Applications**

None.