

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM348681

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AHEADD SERVICES, LLC		07/16/2015	LIMITED LIABILITY COMPANY: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	TRIANGLE MEZZANINE FUND LLLP		
Street Address:	3700 Glenwood Avenue		
Internal Address:	Suite 530		
City:	Raleigh		
State/Country:	NORTH CAROLINA		
Postal Code:	27612		
Entity Type:	LIMITED LIABILITY LIMITED PARTNERSHIP: NORTH CAROLINA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3809608	AHEADD	
CORRESPONDENCE DATA			
Fax Number:	9198216800		
<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:	919-821-1220		
Email:	gcollins@smithlaw.com		
Correspondent Name:	Grace S. Collins		
Address Line 1:	150 Fayetteville Street		
Address Line 2:	Suite 2300		
Address Line 4:	Raleigh, NORTH CAROLINA 27601		
ATTORNEY DOCKET NUMBER:	11874.182		
NAME OF SUBMITTER:	Grace S. Collins		
SIGNATURE:	/s/ Grace S. Collins		
DATE SIGNED:	07/21/2015		
Total Attachments: 6			
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THIS TRADEMARK SECURITY AGREEMENT AND THE INDEBTEDNESS EVIDENCED HEREBY ARE SUBORDINATE IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN SUBORDINATION AGREEMENT (THE "SUBORDINATION AGREEMENT") DATED AS OF JULY 16, 2015 AMONG COMMUNITY INTERVENTION SERVICES, INC., A DELAWARE CORPORATION, COMMUNITY INTERVENTIONS SERVICES HOLDINGS, INC., A DELAWARE CORPORATION, AUTISM EDUCATION AND RESEARCH INSTITUTE, INC., A PENNSYLVANIA CORPORATION, SOUTH BAY MENTAL HEALTH CENTER, INC., A MASSACHUSETTS CORPORATION, ACCESS FAMILY SERVICES, INC., A NORTH CAROLINA CORPORATION, FAMILY BEHAVIORAL RESOURCES, INC., A PENNSYLVANIA CORPORATION, AERI EDUCATIONAL MANAGEMENT, LLC, A PENNSYLVANIA LIMITED LIABILITY COMPANY, AHEADD SERVICES, LLC, A PENNSYLVANIA LIMITED LIABILITY COMPANY, AND, UPON THE CONSUMMATION OF THE CLOSING DATE ACQUISITION, FUTURES BEHAVIOR THERAPY CENTER, LLC, A MASSACHUSETTS LIMITED LIABILITY COMPANY, AND TRIANGLE MEZZANINE FUND LLLP, EACH OTHER SUBORDINATED CREDITOR PARTY THERETO, AND GENERAL ELECTRIC CAPITAL CORPORATION, AS AGENT, TO THE SENIOR INDEBTEDNESS (AS DEFINED IN THE SUBORDINATION AGREEMENT); AND EACH PARTY TO THIS TRADEMARK SECURITY AGREEMENT, BY ITS ACCEPTANCE HEREOF, SHALL BE BOUND BY THE PROVISIONS OF THE SUBORDINATION AGREEMENT.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 16, 2015, is made by AHEADD Services, LLC, a Pennsylvania limited liability company ("Grantor"), in favor of Triangle Mezzanine Fund LLLP, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrowers, the Borrower Representative, Holdings, the other Credit Parties, the Lenders from time to time party thereto and Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement, dated as of the date hereof, in favor of the Agent for the benefit of the Secured Parties (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement 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 Agent to enter into the Credit Agreement and to induce the Lenders to make their respective

extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby grants, assigns, and pledges to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor, whether now owned or hereafter acquired or arising (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Release. Upon the consummation of any disposition of Collateral to any third party pursuant to a transaction permitted by the terms of the Credit Agreement and receipt by Agent of the net cash proceeds thereof to the extent required pursuant to the terms of the Credit Agreement, the security interest granted hereby in such Collateral shall automatically and immediately terminate (but shall attach to the proceeds or products thereof constituting collateral).

[SIGNATURE PAGES FOLLOW]

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.

Very truly yours,

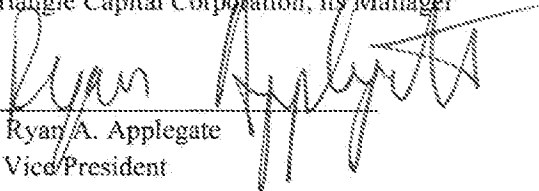
AHEAD SERVICES, LLC, as Grantor

By: 
Name: Kevin Sheehan
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

TRIANGLE MEZZANINE FUND, LLLP,
as Agent

By: New Triangle GP, LLC, its General Partner
By: Triangle Capital Corporation, its Manager

By: 
Name: Ryan A. Applegate
Title: Vice President

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

<u>Owner</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
AHEADD Services, LLC ¹	AHEAD	3809608	June 29, 2010

¹ An assignment from AHEAD, Inc. to AHEADD Services, LLC to be filed with the USPTO post-closing.