

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM413587

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|---|------------------------------------|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| MST SERVICES, LLC | | 10/28/2016 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | AVIDBANK | | |
| Street Address: | 400 Emerson Street | | |
| City: | Palo Alto | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 94301 | | |
| Entity Type: | banking institution: UNITED STATES | | |
| PROPERTY NUMBERS Total: 5 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3182471 | MULTISYSTEMIC THERAPY | |
| Registration Number: | 4211901 | MST | |
| Registration Number: | 4456894 | MST SERVICES | |
| Registration Number: | 2974855 | MST | |
| Registration Number: | 4456895 | MST | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 4045725100 | | |
| <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: | 404-572-3431 | | |
| Email: | cfraser@kslaw.com | | |
| Correspondent Name: | Carol Fraser, Paralegal | | |
| Address Line 1: | 1180 Peachtree Street | | |
| Address Line 2: | King & Spalding LLP | | |
| Address Line 4: | Atlanta, GEORGIA 30309 | | |
| ATTORNEY DOCKET NUMBER: | 25091.015002 - MST | | |
| NAME OF SUBMITTER: | Carol Fraser | | |
| SIGNATURE: | //Carol Fraser// | | |
| DATE SIGNED: | 01/25/2017 | | |

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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 28, 2016, is made by MST SERVICES, LLC, a Delaware limited liability company, (the "Grantor"), in favor of AVIDBANK, as lender (in such capacity, together with its successors and permitted assigns, the "Lender").

WHEREAS, pursuant to the Credit Agreement, dated as of October 28, 2016 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and between the Grantor and the Lender, the Lender has agreed to make extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor and MST SERVICES HOLDING, LLC, a Delaware limited liability company ("Holdings"), have entered into a Security Agreement dated as of October 28, 2016 (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Lender, pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lender to enter into the Credit Agreement and to extend credit to the Grantor thereunder, the Grantor hereby agrees with the Lender as follows:

Section 1 **Defined Terms.** Capitalized terms used herein without definition are used as defined in the Credit Agreement.

Section 2 **Grant of Security Interest in Trademark Collateral.** The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations (as defined in the Credit Agreement) of the Grantor, hereby mortgages, pledges and hypothecates to the Lender, and grants to the Lender a Lien on and security interest in, all of its right, title and interest in, to and under the following (the "Trademark Collateral"):

(a) all of its trademarks, including, without limitation, those referred to on Schedule 1 attached 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 **Security Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Lender pursuant to the Security Agreement, and the Grantor hereby acknowledges and agrees that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4 **Representation and Warranty.** Schedule 1 correctly sets forth all applied for and federally registered trademarks owned by the Grantor in its own name as of the date hereof.

Section 5 **Grantor Remains Liable.** The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its trademarks and trademark licenses subject to a security interest hereunder.


Section 6 **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 7 **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 California.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the 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.

MST SERVICES, LLC, as Grantor

By: 
Name: JOHN GLADE
Title: MANAGING DIRECTOR

ACCEPTED AND AGREED
as of the date first above written:

AVIDBANK, as Lender

By: _____
Name:
Title:

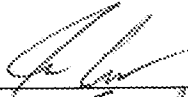
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MST SERVICES, LLC, as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED
as of the date first above written:

AVIDBANK, as Lender

By: 
Name: *Jim Conrad*
Title: *VP*

SCHEDULE I

MST Services, LLC

| Country | Trademark | Registration Date / No. |
|----------------|---|--------------------------------|
| Australia | MST Multisystemic Therapy | 10/28/09 Reg. No. 1328301 |
| Canada | MST | 2/5/15 Reg. No. TMA895,820 |
| Canada | Multisystemic Therapy | 2/10/15 Reg. No. TMA896,140 |
| Chile | MST | 8/23/13 Reg. No. 1.033.731 |
| New Zealand | Multisystemic Therapy / MST Multisystemic Therapy (series) | 8/29/08 Reg. No. 795168 |
| New Zealand | MST | 8/29/08 Reg. No. 795169 |
| United States | Multisystemic Therapy | 12/12/06 Reg. No. 3,182,471 |
| United States | MST | 9/25/12 Reg. No. 4,211,901 |
| United States | MST Services | 12/31/13 Reg. No. 4,456,894 |
| United States | MST (business mgmt.) services | 7/19/05 Reg. No. 2,974,855 |
| United States | MST (business mgmt./training) services | 12/31/13 Reg. No. 4,456,895 |