

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM480123

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BEACH HOUSE BEHAVIORAL HEALTH, INC.		06/27/2018	Corporation: DELAWARE
GLU LABS, LLC		06/27/2018	Limited Liability Company: FLORIDA
BEACH HOUSE TREATMENT CENTER, LLC.		06/27/2018	Limited Liability Company: FLORIDA
JUNO HOLDINGS, LLC		06/27/2018	Limited Liability Company: FLORIDA
LIFE INTEGRATION RECOVERY, LLC.		06/27/2018	Limited Liability Company: FLORIDA
VERIFY LABS, LLC.		06/27/2018	Limited Liability Company: FLORIDA
JUNO DOCTORS GROUP, LLC		06/27/2018	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 W. SIX MILE ROAD		
Internal Address:	MC 7578		
City:	LIVONIA		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	TEXAS BANKING ASSOCIATION: TEXAS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Serial Number:	87618751	BEACH HOUSE TREATMENT CENTER	
Serial Number:	87618820	BEACH HOUSE REHAB CENTER	
Registration Number:	5463970	BEACH HOUSE CENTER	
Registration Number:	5463950	BEACH HOUSE CENTER FOR RECOVERY	
Registration Number:	5453317	BEACH HOUSE FIND FREEDOM	
Serial Number:	87622880	BEACH HOUSE FIND FREEDOM	
CORRESPONDENCE DATA			
TRADEMARK			

CH \$165.00 87618751

Fax Number: 8585506420

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: 858-550-6433

Email: jmfitzpatrick@cooley.com

Correspondent Name: JENNIFER FITZPATRICK

Address Line 1: C/O COOLEY LLP

Address Line 2: 4401 EASTGATE MALL

Address Line 4: SAN DIEGO, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER:	036703-1937
--------------------------------	-------------

NAME OF SUBMITTER:	JENNIFER FITZPATRICK
---------------------------	----------------------

SIGNATURE:	/JENNIFER FITZPATRICK/
-------------------	------------------------

DATE SIGNED:	06/29/2018
---------------------	------------

Total Attachments: 7

source=Beach House IP Security Agreement_Executed 6.27.18#page1.tif

source=Beach House IP Security Agreement_Executed 6.27.18#page2.tif

source=Beach House IP Security Agreement_Executed 6.27.18#page3.tif

source=Beach House IP Security Agreement_Executed 6.27.18#page4.tif

source=Beach House IP Security Agreement_Executed 6.27.18#page5.tif

source=Beach House IP Security Agreement_Executed 6.27.18#page6.tif

source=Beach House IP Security Agreement_Executed 6.27.18#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 27, 2018, by and among COMERICA BANK ("Bank"), Beach House Behavioral Health, Inc., a Delaware corporation ("Beach House"), GLU Labs, LLC, a Florida limited liability company ("GLU"), Beach House Treatment Center, LLC., a Florida limited liability company ("Treatments"), Juno Holdings, LLC, a Florida limited liability company ("Juno"), Life Integration Recovery, LLC., a Florida limited liability company ("Life"), Verify Labs, LLC., a Florida limited liability company ("Verify") and Juno Doctors Group, LLC, a Florida limited liability company ("Doctors"; Beach House, Treatments, Juno, Life, Verify and Doctors are each a "Grantor" and collectively, the "Grantors" provided that each reference to "Grantor" or "Grantors" in this Agreement and the Loan Documents shall mean and refer to each Grantor, individually, and/or to all the Grantors, collectively and in the aggregate, as determined by Bank as the context may require).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantors dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantors, but only upon the condition, among others, that each Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of such Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantors have granted to Bank a security interest in all of Grantors' right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantors and Bank, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantors and Bank, each Grantor grants and pledges to Bank a security interest in all of Grantors' right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Each Grantor represents and warrants that Exhibits A, B and C attached hereto set forth any and all intellectual property rights in connection to which such Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Remainder of page left intentionally blank. Signature page follows.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

BEACH HOUSE BEHAVIORAL HEALTH, INC.

By: [Signature]
Name: Glenn Cohen
Title: CEO

Address of Grantors:
13211 US Highway 1
Juno Beach, FL 33408
Attn: Glenn Cohen

GLU LABS, LLC

By: [Signature]
Name: Glenn Cohen
Title: CEO

BEACH HOUSE TREATMENT CENTER, LLC.

By: [Signature]
Name: Glenn Cohen
Title: CEO

JUNO HOLDINGS, LLC

By: [Signature]
Name: Glenn Cohen
Title: CEO

LIFE INTEGRATION RECOVERY, LLC.

By: [Signature]
Name: Glenn Cohen
Title: CEO

VERIFY LABS, LLC.


By: [Signature]
Name: Glenn Cohen
Title: CEO

JUNO DOCTORS GROUP, LLC

By: [Signature]
Name: Glenn Cohen
Title: CEO

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

COMERICA BANK

By: 
Name: Douglas Hollenbeck
Title: Vice President

Address of Bank:
MC 7578
39200 W. Six Mile Road
Livonia, MI 48152
Attn: National Documentation Services

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
--------------------	--------------------------------	--------------------------

None.

EXHIBIT B

Patents

Description	Patent / Application Number	Issue / Application Date
--------------------	--	-------------------------------------

None.

EXHIBIT C

Trademarks

Owner	Description	Registration/ Application Number	Registration/ Application Date
Treatments	BEACH HOUSE TREATMENT CENTER	87/618751	09/22/17
Treatments	BEACH HOUSE REHAB CENTER	87/618,820	09/22/17
Treatments	BEACH HOUSE CENTER	5,463,970	05/08/18
Treatments	BEACH HOUSE CENTER FOR RECOVERY	5,463,950	05/08/18
Treatments	BEACH HOUSE FIND FREEDOM	5,453,317	04/24/18
Treatments	BEACH HOUSE FIND FREEDOM	87/622,880	09/26/17