

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM483758

<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>
Autism Spectrum Therapies, LLC		07/27/2018	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Crescent Direct Lending, LLC, as Agent		
<b>Street Address:</b>	100 Federal Street, 31st Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85469989	CAMP FUTURES	
<b>Serial Number:</b>	85469986	REAL LIFE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6175269899		
<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>			
<b>Phone:</b>	6175269628		
<b>Email:</b>	cslattery@proskauer.com		
<b>Correspondent Name:</b>	Christine Slattery		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	One International Place, 23rd Floor		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	22283 / 036		
<b>NAME OF SUBMITTER:</b>	Christine Slattery		
<b>SIGNATURE:</b>	/Christine Slattery/		
<b>DATE SIGNED:</b>	07/30/2018		
<b>Total Attachments: 6</b>			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of July 27, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, this “*Trademark Security Agreement*”), is by AUTISM SPECTRUM THERAPIES, LLC, a California limited liability company (the “*Grantor*”) in favor of CRESCENT DIRECT LENDING, LLC, as administrative agent and collateral agent for the Lenders (as defined below) (in such capacity, together with its permitted successors and assigns in such capacity, the “*Agent*”) for the benefit of the Agent and the Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Revolving Credit and Term Loan Agreement, dated as of the date hereof, by and among the Grantor, as “*Borrower Representative*”, the other Loan Parties from time to time party thereto, the Lenders from time to time party thereto (the “*Lenders*”), and the Agent (as amended, restated, amended and restated, supplemented, or otherwise modified from time to time, the “*Credit Agreement*”), the Lenders have agreed to establish a revolving credit facility and to make term loans to the Borrower;

WHEREAS, it is a condition precedent to the obligations of the Lenders to make the term loans and provide the revolving credit facility under the Credit Agreement that the Grantor execute and deliver to the Agent a trademark security agreement in substantially the form hereof;

WHEREAS, the Grantor has executed and delivered to the Agent the Security Agreement (as defined in the Credit Agreement), pursuant to which the Grantor has granted to the Agent, for the benefit of the Lenders, a continuing security interest in such Grantor’s personal property and assets, including, without limitation, the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications, all to secure the payment and performance of the Secured Obligations (as defined below);

WHEREAS, the Grantor will obtain substantial direct and indirect financial and other benefits from the Loans (as defined below) made by the Lenders pursuant to the Credit Agreement and the other Loan Documents (as defined below), and, accordingly, the Grantor desires to enter into this Trademark Security Agreement and the other Loan Documents in order to induce the Lenders to make the Loans under the Credit Agreement; and

WHEREAS, this Trademark Security Agreement is supplemental to the provisions contained in the Security Agreement.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement, or, in not defined therein, 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 Secured Obligations of such Grantor, hereby grants to the Agent, for the benefit of each Lender, a security interest (the “**Security Interest**”) in all of its right, title and interest in, to and under the following Collateral of such Grantor (the “**Trademark Collateral**”):

- (a) all of its Trademarks, including, without limitation, those referred to on Schedule I hereto; and
- (b) all income, royalties, and other Proceeds thereof;

*provided, however*, that notwithstanding the foregoing, there shall be no security interest or Lien on any Trademark application that is filed on an “intent-to-use” basis (until such time as a statement of use is filed with respect to such application and duly accepted by the United States Patent and Trademark Office); *provided, further*, that in no event shall the Trademark Collateral include, or the security interest granted hereunder extend to, any Excluded Collateral.

Section 3. Security for Secured Obligations. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by the Grantor to the Agent or the Lenders.

Section 4. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent, for the benefit of the Lenders. The Lenders’ rights and remedies in the Intellectual Property granted hereunder are in addition to those in the Credit Agreement and the Security Agreement, and are in addition to those available at law or in equity. The Lenders’ rights, powers and remedies herein are cumulative with every right, power or remedy provided in the Credit Agreement, the Security Agreement, and any other documents related thereto.

Section 5. Authorization to Supplement. The Grantor shall give the Agent notice of any additional trademark registrations granted therefor after the date hereof in accordance with the terms, conditions and provisions set forth in the Security Agreement. Without limiting the Grantor’s obligations under this Section, the Grantor hereby authorizes the Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any future United States registered trademarks or applications therefor of the Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Agent’s continuing security interest in all Collateral, whether or not listed on Schedule I.

Section 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, but all of which shall together constitute one and the same instrument. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or electronic transmission shall be as effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

Section 7. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND SECURED OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK (INCLUDING SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW, BUT EXCLUDING ALL OTHER CHOICE OF LAW AND CONFLICT OF LAW RULES), EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN NEW YORK.

Section 8. Miscellaneous. The terms and provisions of Sections 11 (“Expenses”), 14 (“No Waiver; Remedies Cumulative”), 15 (“Successors and Assigns”), 18(b), (c), and (d) (“Jurisdiction; Consent to Service of Process”), 19 (“WAIVER OF JURY TRIAL”), 20 (“Severability”), and 22 (“Headings Descriptive”) of the Security Agreement are hereby incorporated herein by reference and shall apply to this Trademark Security Agreement, *mutatis mutandis*, as if fully set forth herein, and the parties hereto agree to such terms.

Section 9. Loan Document. This Trademark Security Agreement constitutes a “Loan Document” under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.

[Signature pages follow]

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

**AUTISM SPECTRUM THERAPIES, LLC,**  
as Grantor

By: Learn-it Systems, LLC, as its sole member

By: 

Name: Michael F. Maloney

Title: President and Chief Executive Officer

[Signature Page to Trademark Security Agreement]

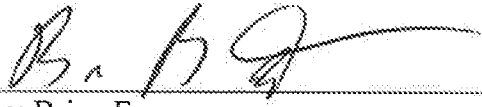
**TRADEMARK**  
**REEL: 006416 FRAME: 0051**

Acknowledged and accepted  
as of the date first above written:

**CRESCENT DIRECT LENDING, LLC,**  
as Agent

By: Crescent Capital Group LP, its sole member

By:   
Name: Jonathan Cignetti  
Title: Managing Director

By:   
Name: Brian Ferguson  
Title: Vice President

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

**Registered Trademarks:**

<b>Mark</b>	<b>Serial No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Country</b>
CAMP FUTURES	85469989	11/10/2011	4178487	7/24/2012	United States
REAL LIFE	85469986	11/10/2011	4178486	7/24/2012	United States

**Trademark Applications:**

None.