

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM505710

<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>
NCG Care, Inc.		01/10/2019	Corporation: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Newspring Mezzanine Capital III, L.P.		
<b>Street Address:</b>	555 E. Lancaster Avenue, Suite 444		
<b>Internal Address:</b>	Radnor Financial Center		
<b>City:</b>	Radnor		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19087		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 14</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5138444	NCGCARE	
<b>Registration Number:</b>	5138445	NCGCARE	
<b>Registration Number:</b>	4964523	NCG	
<b>Registration Number:</b>	5157110	EMBRACE	
<b>Registration Number:</b>	5157109	EMBRACE FOSTER CARE	
<b>Registration Number:</b>	5157108	EMBRACE TREATMENT FOSTER CARE	
<b>Registration Number:</b>	5296989	EMBRACE TFC	
<b>Registration Number:</b>	5138491	AVENUES TO WELLNESS	
<b>Registration Number:</b>	5296990	ENVISION COUNSELING	
<b>Registration Number:</b>	5138492	STARTPOINT SERVICES	
<b>Registration Number:</b>	5303596	CARE APPROACH	
<b>Registration Number:</b>	5344448	NATIONAL COUNSELING GROUP	
<b>Registration Number:</b>	5356341	TURNING POINT FAMILY CARE	
<b>Registration Number:</b>	5356340	TPFC	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2158325619		
<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>			

OP \$365.00 5138444

TRADEMARK

**Phone:** 2155695619  
**Email:** pecsenye@blankrome.com  
**Correspondent Name:** Timothy D. Pecsénye  
**Address Line 1:** One Logan Square  
**Address Line 2:** 8th Floor  
**Address Line 4:** Philadelphia, PENNSYLVANIA 19103

<b>ATTORNEY DOCKET NUMBER:</b>	147608-01002
<b>NAME OF SUBMITTER:</b>	Timothy D. Pecsénye
<b>SIGNATURE:</b>	/Timothy D. Pecsénye/
<b>DATE SIGNED:</b>	01/14/2019

**Total Attachments: 7**

source=TI Joinder - Executed Trademark Security Agreement#page1.tif  
source=TI Joinder - Executed Trademark Security Agreement#page2.tif  
source=TI Joinder - Executed Trademark Security Agreement#page3.tif  
source=TI Joinder - Executed Trademark Security Agreement#page4.tif  
source=TI Joinder - Executed Trademark Security Agreement#page5.tif  
source=TI Joinder - Executed Trademark Security Agreement#page6.tif  
source=TI Joinder - Executed Trademark Security Agreement#page7.tif

**THIS TRADEMARK SECURITY AGREEMENT AND THE OBLIGATIONS EVIDENCED HEREBY ARE SUBORDINATED IN THE MANNER AND TO THE EXTENT SET FORTH IN THAT CERTAIN THIRD AMENDED AND RESTATED SUBORDINATION AGREEMENT DATED AS OF DECEMBER 14, 2018 BY AND AMONG THE BORROWERS, AGENT, LENDERS AND ACCESS NATIONAL BANK (AS MODIFIED AND AMENDED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"). IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF SUCH INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.**

### **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of January 10, 2019, is entered into by NCG CARE, INC., a Virginia corporation ("Grantor"), in favor of NEWSRING MEZZANINE CAPITAL III, L.P., a Delaware limited partnership, in its capacity as administrative and collateral agent for Lenders under the Credit Agreement described below ("Agent").

### **WITNESSETH**

WHEREAS, Grantor, certain subsidiaries and affiliates of Grantor (collectively with Grantor, "Borrowers"), Agent and Lenders have entered into a certain Amended and Restated Senior Subordinated Term Loan and Security Agreement dated as of December 14, 2018 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Borrowers by Agent and Lenders, subject to the terms and conditions set forth therein; and

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to Agent, for its benefit and the benefit of the Lenders, a security interest in substantially all of the assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired or arising: (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use or an amendment to alleged use is filed with respect to such applications); (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing, under licenses of any of the foregoing, or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing (collectively, "Trademarks"), and all products and proceeds thereof, to secure the payment and performance of Grantor's Obligations under the Credit Agreement and the other Loan Documents.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement. The Credit Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Credit Agreement. The provisions of the Credit Agreement shall supersede and control over any conflicting or inconsistent provisions herein.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the full and timely payment and satisfaction of the Obligations, Grantor hereby grants to Agent, for the benefit of Agent and Lenders, and hereby reaffirms its prior grant pursuant to the Credit Agreement of, a continuing Lien on and security interest in Grantor's entire right, title and interest in and to the following, whether now owned or existing or hereafter created or acquired:

(a) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(b) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, or (ii) injury to the goodwill associated with any Trademark.

3. Warranties and Representations. Grantor warrants and represents to Agent and Lenders that:

(a) except as otherwise disclosed or permitted in the Credit Agreement, Grantor is the sole and exclusive owner of, or has the right to use, free from any Liens or other restrictions, claims, rights, encumbrances, licenses, covenants not to sue or burdens (other than Permitted Liens), each Trademark;

(b) Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark, except as could not reasonably be expected to have a Material Adverse Effect; and

(c) Grantor has the corporate power and authority to execute and deliver this Agreement and perform its terms.

4. New Trademarks; Authorization to Supplement. Grantor represents and warrants that the Trademarks listed on Schedule 1 constitute all of the federally registered Trademarks and applications therefor now owned by Grantor. If, before Grantor's Obligations shall have been satisfied in full or before the Credit Agreement has been terminated, Grantor shall (i) become aware of any existing federally registered Trademarks of which Grantor has not previously informed Agent, or (ii) become entitled to the benefit of any federally registered Trademarks, which benefit is not in existence on the date hereof, the provisions of this Agreement shall automatically apply thereto and Grantor shall give to Agent prompt written notice thereof. Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule 1 to include any such Trademarks, provided that Agent provides written notice to Grantor of the same promptly after any such amendment. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule 1.

5. Duties of Grantor. Grantor shall ensure that any material Trademarks are and remain enforceable. Any expenses incurred in connection with Grantor's obligations under this Section 5 shall be borne by Grantor.

6. Agent's Right to Sue. After the occurrence and during the continuance of an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Agent shall commence any such suit, Grantor shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Agent in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Agent for all reasonable costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) incurred by Agent in the exercise of its rights under this Section 6.


7. Cumulative Remedies; Power of Attorney. All of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Credit Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Agent upon the occurrence and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Agent deems to be in the best interest of Agent and Lenders, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Grantor's Obligations (other than contingent indemnification obligations for which no claim has been asserted) shall have been satisfied and the Credit Agreement has been terminated. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Agent and Lenders under the Credit Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have in addition to all other rights and remedies given to it by the terms of this Agreement and the Credit Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Pennsylvania. Grantor hereby further acknowledges and agrees that the use by Grantor of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Agent to Grantor.

8. Counterparts. This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement may be signed by facsimile signatures or other electronic delivery of an image file (e.g. e-mail transmission of a .pdf file) reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

[signature page follows]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**NCG CARE, INC.**

By:   
Name: Francis A. Viera, Jr.  
Title: Chief Executive Officer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

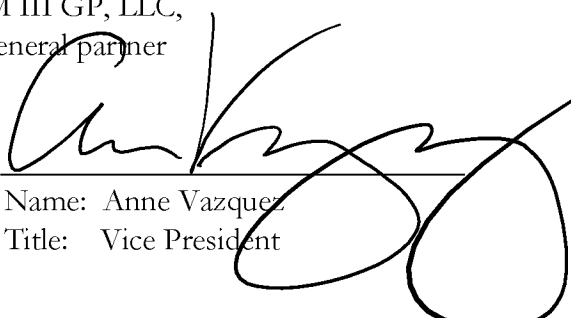
**TRADEMARK**  
**REEL: 006523 FRAME: 0536**

Agreed and Accepted  
As of the Date First Written Above:

**NEWSPRING MEZZANINE CAPITAL III, L.P.**, as Agent

By: NSM III GP, L.P.,  
its general partner

By: NSM III GP, LLC,  
its general partner


By:   
Name: Anne Vazquez  
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK**  
**REEL: 006523 FRAME: 0537**

**SCHEDULE 1**

**TRADEMARKS**

<b>Mark</b>	<b>Owner</b>	<b>Filing Date</b>	<b>Status</b>
	NCG Care, Inc.	October 1, 2015	Registered 2/7/2017 #5138444
NCGCARE	NCG Care, Inc.	October 1, 2015	Registered 2/7/2017 #5138445
NCG	NCG Care, Inc.	October 9, 2015	Registered 5/24/2016 #4964523
Embrace	NCG Care, Inc.	October 9, 2015	Registered 3/7/2017 #5157110
Embrace Foster Care	NCG Care, Inc.	October 9, 2015	Registered 3/7/2017 #5157109
Embrace Treatment Foster Care	NCG Care, Inc.	October 9, 2015	Registered 3/7/2017 #5157108
Embrace TFC	NCG Care, Inc.	October 9, 2015	Registered 9/26/2017 #5296989
Avenues to Wellness	NCG Care, Inc.	October 9, 2015	Registered 2/7/2017 #5138491
Envision Counseling	NCG Care, Inc.	October 9, 2015	Registered 9/26/2017 #5296990
StartPoint Services	NCG Care, Inc.	October 9, 2015	Registered 2/7/2017 #5138492
beWELL	NCG Care, Inc.	October 9, 2015	Application Suspended by USPTO
CARE Approach	NCG Care, Inc.	October 6, 2016	Registered 10/3/2017 #5303596



<b>Mark</b>	<b>Owner</b>	<b>Filing Date</b>	<b>Status</b>
National Counseling Group	NCG Care, Inc.	November 3, 2016	Registered 11/28/2017 #5344448
Turning Point Family CARE	NCG Care, Inc.	November 3, 2016	Registered 12/12/2017 #5356341
TPFC	NCG Care, Inc.	November 3, 2016	Registered 12/12/2017 #5356340