

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM499145

<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>
CENTER FOR AUTISM AND RELATED DISORDERS, LLC		11/21/2018	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ARES CAPITAL CORPORATION		
<b>Street Address:</b>	245 PARK AVENUE, 44TH FLOOR		
<b>City:</b>	NEW YORK		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	Corporation: MARYLAND		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	87511340	SKILLS GLOBAL	
<b>Registration Number:</b>	5482871	CENTER FOR AUTISM & RELATED DISORDERS	
<b>Registration Number:</b>	5532810		
<b>Registration Number:</b>	5532811	CARD	
<b>Registration Number:</b>	3963925	SKILLS	
<b>Registration Number:</b>	2473724	CARD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2129692900		
<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>	212-969-3000		
<b>Email:</b>	ypan@proskauer.com		
<b>Correspondent Name:</b>	Daniel C. Pollick		
<b>Address Line 1:</b>	Proskauer Rose LLP		
<b>Address Line 2:</b>	Eleven Times Square		
<b>Address Line 4:</b>	New York, NEW YORK 10036-8299		
<b>ATTORNEY DOCKET NUMBER:</b>	70578-034		
<b>NAME OF SUBMITTER:</b>	Daniel C. Pollick		
<b>SIGNATURE:</b>	/Daniel C. Pollick/		

CH \$165.00 87511340

<b>DATE SIGNED:</b>	11/21/2018
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**Total Attachments: 5**

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**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK SECURITY AGREEMENT**, dated as of November 21, 2018, by CENTER FOR AUTISM AND RELATED DISORDERS, LLC, a California limited liability company (the “Grantor”), in favor of ARES CAPITAL CORPORATION, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “Collateral Agent”).

**WITNESSETH:**

WHEREAS, the Grantors are party to a Security Agreement dated as of November 21, 2018 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Collateral Agent 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 Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor:

(a) all Trademark registrations and applications of the Grantor, including those listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument reasonably requested by the Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.


SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights

and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**CENTER FOR AUTISM AND RELATED  
DISORDERS, LLC, as Grantor**

By: 

Name: Doreen Granpeesheh  
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

**TRADEMARK  
REEL: 006532 FRAME: 0750**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

ARES CAPITAL CORPORATION, as Collateral Agent

By: \_\_\_\_\_

Name:

Title:

Mitchell Goldstein  
Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 006532 FRAME: 0751**

**Schedule I**  
**Trademark Registrations and Applications**

<u>Mark</u>	<u>Owner</u>	<u>App. No.</u>	<u>File Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
SKILLS GLOBAL and Design 	Center for Autism and Related Disorders, LLC	87511340	6/19/2017	N/A	N/A
CENTER FOR AUTISM & RELATED DISORDERS	Center for Autism and Related Disorders, LLC	87344345	2/21/2017	5482871	5/29/2018
	Center for Autism and Related Disorders, LLC	87344365	2/21/2017	5532810	8/7/2018
CARD	Center for Autism and Related Disorders, LLC	87344388	2/21/2017	5532811	8/7/2018
SKILLS and Design 	Center for Autism and Related Disorders, LLC	76704925	10/18/2010	3963925	5/24/2011
CARD	Center for Autism and Related Disorders, LLC	76112091	8/18/2000	2473724	7/31/2001