

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM542188

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Progressus Therapy, LLC		09/24/2019	Limited Liability Company: DELAWARE
Invo HealthCare Associates, LLC		09/24/2019	Limited Liability Company: PENNSYLVANIA
Advanced Behavioral Systems, Inc.		09/24/2019	Corporation: FLORIDA

RECEIVING PARTY DATA

Name:	ARES CAPITAL CORPORATION
Street Address:	245 Park Avenue, 44th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	Corporation: MARYLAND

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	3634275	PROGRESSUS THERAPY
Registration Number:	3630208	
Registration Number:	3594664	PROGRESSUS THERAPY
Registration Number:	3594666	
Registration Number:	3594660	THE POWER OF WHAT'S POSSIBLE
Registration Number:	5389505	PROGRESSUS THERAPY
Registration Number:	5389503	INVO FAMILY OF COMPANIES
Registration Number:	5389504	INVO HEALTHCARE
Registration Number:	4487805	ENGAGE
Registration Number:	4404523	ENGAGE BEHAVIORAL HEALTH EMBRACING INDIV
Registration Number:	5587252	INSPIRING HEARTS ENGAGING MINDS

CORRESPONDENCE DATA

Fax Number: 2129692900

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.

TRADEMARK

Phone: 212-969-3000
Email: ypan@proskauer.com
Correspondent Name: AI Lucia
Address Line 1: Proskauer Rose LLP
Address Line 2: Eleven Times Square
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER: 11668-397

NAME OF SUBMITTER: AI Lucia

SIGNATURE: /AI Lucia/

DATE SIGNED: 09/24/2019

Total Attachments: 6

source=Trademark Security Agreement#page1.tif

source=Trademark Security Agreement#page2.tif

source=Trademark Security Agreement#page3.tif

source=Trademark Security Agreement#page4.tif

source=Trademark Security Agreement#page5.tif

source=Trademark Security Agreement#page6.tif

TRADEMARK SECURITY AGREEMENT

September 24, 2019

WHEREAS, Progressus Therapy, LLC, a Delaware limited liability company, Invo HealthCare Associates, LLC, a Pennsylvania limited liability company, and Advanced Behavioral Systems, Inc., a Florida corporation (d/b/a Engage Behavioral Health) (each, "**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, the Grantor is party to a Security Agreement dated as of the date hereof (as amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), by and among the Grantor, the other grantors party thereto and ARES CAPITAL CORPORATION, as the Collateral Agent for the Secured Parties (in such capacity, the "**Collateral Agent**") pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement (this "**Agreement**").

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

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the "**Trademark Collateral**"), other than Excluded Property:

- (i) all (a) trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto ("**Trademarks**"), (b) Trademark registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof (including, without limitation, the Trademarks set forth on Schedule A annexed hereto), and (c) common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof;
- (ii) all goodwill of such Grantor's business symbolized by the Trademarks associated therewith;
- (iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral;
- (iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing, and all license fees, royalties, income, payments, claims, damages and proceeds of suit, now or hereafter due and/or payable with respect thereto and all agreements relating to the license, ownership, development, use or disclosure of any of the foregoing;

- (v) all other rights of any kind accruing thereunder or pertaining thereto throughout the world;
and
- (vi) all Proceeds thereof.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. Section 1 of the Security Agreement is hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.


THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF TO THE EXTENT SUCH PRINCIPLES WOULD CAUSE THE APPLICATION OF THE LAW OF ANOTHER STATE EXCEPT TO THE EXTENT THAT THE UCC PROVIDES THAT THE PERFECTION OF THE SECURITY INTEREST HEREUNDER, OR REMEDIES HEREUNDER, IN RESPECT OF ANY PARTICULAR COLLATERAL ARE GOVERNED BY THE LAWS OF A JURISDICTION OTHER THAN THE STATE OF NEW YORK, IN WHICH CASE THE LAWS OF SUCH JURISDICTION SHALL GOVERN WITH RESPECT TO THE PERFECTION OF THE SECURITY INTEREST IN, OR THE REMEDIES WITH RESPECT TO, SUCH PARTICULAR COLLATERAL.

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

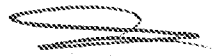
[The remainder of this page is intentionally left blank.]

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

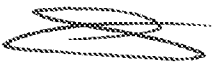
PROGRESSUS THERAPY, LLC

By: 
Name: Anthony Manley
Title: Chief Executive Officer and Secretary

INVO HEALTHCARE ASSOCIATES, LLC

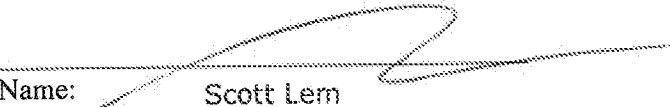
By: 
Name: Anthony Manley
Title: Chief Executive Officer and Secretary

ADVANCED BEHAVIORAL SYSTEMS, INC.

By: 
Name: Anthony Manley
Title: Chief Executive Officer and Secretary

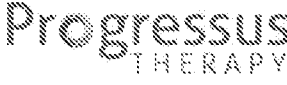


Accepted and Agreed:

ARES CAPITAL CORPORATION,
as the Collateral Agent

By: 
Name: Scott Lem
Title: Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND APPLICATIONS

US Trademarks:

<u>Registered Owner</u>	<u>Registration No.</u>	<u>Mark</u>	<u>Registration Date</u>
Progressus Therapy, LLC	3634275	PROGRESSUS THERAPY and DESIGN	June 9, 2009
Progressus Therapy, LLC	3630208	Design Mark	June 2, 2009
Progressus Therapy, LLC	3594664	PROGRESSUS THERAPY and DESIGN	March 24, 2009
Progressus Therapy, LLC	3594666	Design Mark	March 24, 2009
Progressus Therapy, LLC	3594660	THE POWER OF WHAT'S POSSIBLE	March 24, 2009
Progressus Therapy, LLC	5389505		January 30, 2018
Invo HealthCare Associates, LLC	5389503		January 30, 2018
Invo HealthCare Associates, LLC	5389504		January 30, 2018
Advanced Behavioral Systems, Inc.	4487805	ENGAGE	February 25, 2014
Advanced Behavioral Systems, Inc.	4404523	ENGAGE BEHAVIORAL HEALTH EMBRACING INDIVIDUAL SUCCESS.	September 17, 2013

<u>Registered Owner</u>	<u>Registration No.</u>	<u>Mark</u>	<u>Registration Date</u>
Engage Behavioral Health	5587252	INSPIRING HEARTS ENGAGING MINDS	October 16, 2018