

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM556979

<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>
STAR of CA, LLC		12/20/2019	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Madison Capital Funding LLC, as Agent		
<b>Street Address:</b>	227 West Monroe Street, Suite 5400		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4402672	E.R.A. ED.	
<b>Registration Number:</b>	4402673	E.R.A. ED.	
<b>Registration Number:</b>	4851806	CAUSE BEHAVIORAL HEALTH CENTER	
<b>Registration Number:</b>	4851807	CAUSE BHC	
<b>Registration Number:</b>	5156444	ERA BEHAVIORAL HEALTH	
<b>Registration Number:</b>	5151497	ERA BH	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	8046982196		
<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>	804-775-1846		
<b>Email:</b>	jhowell2@mcguirewoods.com		
<b>Correspondent Name:</b>	Stephanie A. Martinez, McGuireWoods LLP		
<b>Address Line 1:</b>	Gateway Plaza, 800 East Canal Street		
<b>Address Line 4:</b>	Richmond, VIRGINIA 23219		
<b>NAME OF SUBMITTER:</b>	Stephanie A. Martinez		
<b>SIGNATURE:</b>	/Stephanie Martinez/		
<b>DATE SIGNED:</b>	01/10/2020		

OP \$165.00 4402672

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT**, dated as of December 20, 2019, is made by STAR of CA, LLC, a California limited liability company (formerly known as Star of California, A Professional Psychological Corporation) (the "Grantor"), in favor of Madison Capital Funding LLC ("Madison Capital"), as agent (in such capacity, together with its successors and permitted assigns, the "Agent") for all Secured Parties.

### WITNESSETH:

**WHEREAS**, pursuant to that certain Amended and Restated Credit Agreement, dated as of July 15, 2019 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Pediatric Therapy Services, LLC, as the borrower (the "Borrower"), the Lenders (as defined in the Credit Agreement) from time to time party thereto, and the Agent, Lenders have agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

**WHEREAS**, Grantor has granted, pursuant to that certain Joinder to Amended and Restated Guarantee and Collateral Agreement, dated as of even date herewith (the "Joinder"), whereby Grantor became a party to that certain Amended and Restated Guarantee and Collateral Agreement, dated as of July 15, 2019, by and among the Grantor and the other Loan Parties (as defined in the Credit Agreement) party thereto in favor of the Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), to the Agent a security interest in all of Grantor's Intellectual Property, other than Excluded Property; and

**WHEREAS**, Grantor is required to execute and deliver this Trademark Security Agreement in furtherance of such grant;

**NOW, THEREFORE**, in consideration of the premises and to induce the Agent and Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. 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, hereby mortgages, pledges and hypothecates to the Agent for the ratable benefit of Lenders, and grants to the Agent for the ratable benefit of Lenders a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of

Grantor, provided that the Trademark Collateral shall not include the Excluded Property (the "Trademark Collateral"):

(a) all of its Trademarks and all licenses providing for the grant by or to Grantor of any right to use any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Collateral Agreement and Grantor and the Agent hereby acknowledge and agree that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other actions reasonably deemed appropriate by Grantor in connection with its Trademark Collateral.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, and each such counterpart shall be deemed to be an original, but all such counterparts shall together constitute but one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

*[SIGNATURE PAGES FOLLOW]*

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

Very truly yours,

**STAR OF CA, LLC**

By:   
Name: Karen Ospalik  
Title: Chief Financial Officer


**ACCEPTED AND AGREED**  
as of the date first above written:

**MADISON CAPITAL FUNDING LLC,**  
as the Agent

By: Rebecca Shaoul  
Name: Rebecca Shaoul  
Title: Director

**SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT**

1. REGISTERED TRADEMARKS

<b>Grantor</b>	<b>MARK</b>	<b>Application Number (Application Date)</b>	<b>Trademark Registration Number</b>	<b>Date of Registration</b>
STAR of CA, LLC, a California limited liability company	E.R.A Ed.	85/750,480 (October 10, 2012)	4,402,672	September 17, 2013
	E.R.A Ed. & Design 	85/750,498 (October 10, 2012)	4,402,673	September 17, 2013
	CAUSE BEHAVIORAL HEALTH CENTER	86/135,351 (December 4, 2013)	4,851,806	November 10, 2015
	CAUSE BHC	86/135,360 (December 4, 2013)	4,851,807	November 10, 2015
	ERA BEHAVIORAL HEALTH	86/135,371 (December 4, 2013)	5,156,444	March 7, 2017
	ERA BH	86/135,376 (December 4, 2013)	5,151,497	February 28, 2017