

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM624507

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
STEPPING STONES HEALTHCARE SERVICES, LLC	FORMERLY PEDIATRIC THERAPY SERVICES, LLC	01/29/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MADISON CAPITAL FUNDING LLC, as Agent		
Street Address:	227 West Monroe Street, Suite 5400		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3378136	ALPHAVISTA	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Phone:	804 775 1377		
Email:	edavenport@mcguirewoods.com		
Correspondent Name:	Matthew G. Rosendahl, McGuireWoods LLP		
Address Line 1:	800 East Canal Street		
Address Line 2:	Gateway Plaza		
Address Line 4:	Richmond, VIRGINIA 23219-3916		
NAME OF SUBMITTER:	Matthew G. Rosendahl		
SIGNATURE:	/Matthew Rosendahl/		
DATE SIGNED:	02/04/2021		
Total Attachments: 5			
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This **AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**, dated as of January 29, 2021, is made by each signatory hereto (together with any other Person that becomes a party hereto as provided herein, "Grantors"), 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 Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, the Borrower, the Lenders party thereto and the Agent have entered into that certain Consent, Waiver and Sixth Amendment to Amended and Restated Credit Agreement and Loan Documents, dated as of December 31, 2020 (the "Sixth Amendment"), which amends that certain Amended and Restated Credit Agreement, dated as of July 15, 2019, among the Borrower, the other Loan Parties (as defined in the Credit Agreement defined below) from time to time party thereto, the Lenders from time to time party thereto, and the Agent (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") pursuant to which the Lenders agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantors have granted, pursuant to an Amended and Restated Guarantee and Collateral Agreement, dated as of July 15, 2019, by and among the Grantors and the other Loan Parties 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"), a security interest in all of Grantors' Intellectual Property, other than Excluded Property; and

WHEREAS, Grantors are required to execute and deliver this Amended and Restated Trademark Security Agreement in furtherance of such grant and as required under the Sixth Amendment; and

WHEREAS, this Amended and Restated Trademark Security Agreement amends, restates and replaces in full that certain Trademark Security Agreement dated as of December 12, 2017, by the Grantors (as defined therein) in favor of Agent.

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, Grantors hereby agree 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. Grantors, 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 mortgage, pledge and hypothecate 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 Grantors, provided that the Trademark Collateral shall not include the Excluded Property (the "Trademark Collateral"):

(a) all of their Trademarks and all licenses providing for the grant by or to Grantors 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 Amended and Restated Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Collateral Agreement and Grantors 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. Grantors Remains Liable. Grantors hereby agree that, anything herein to the contrary notwithstanding, Grantors shall assume full and complete responsibility for the prosecution, defense, enforcement or any other actions reasonably deemed appropriate by Grantors in connection with its Trademark Collateral.

Section 5. Counterparts. This Amended and Restated 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, Grantors have caused this Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

STEPPING STONES HEALTHCARE SERVICES, LLC (f/k/a PEDIATRIC THERAPY SERVICES, LLC)

By: Karen Ospalik

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: _____

Name: Christopher Williams

Title: Vice President

**SCHEDULE 1
TO
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**

1. REGISTERED TRADEMARKS

Grantors	MARK	Application Number (Application Date)	Trademark Registration Number	Date of Registration
Stepping Stones Healthcare Services, LLC (f/k/a Pediatric Therapy Services, LLC)	ALPHAVISTA	77199168 (June 6, 2007)	3378136	02/05/2008
	CAREK12 (1)	85125519 (September 9, 2010)	3996517	07/19/2011
	CEEK12 (1)	4046824 (November 2, 2010)	85166708	10/25/2011