

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM645478

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Broadstep Behavioral Health, Inc.		05/07/2021	Corporation: WISCONSIN
RECEIVING PARTY DATA			
Name:	Oxford Finance LLC, as Collateral Agent		
Street Address:	115 S. Union Street		
City:	Alexandria		
State/Country:	VIRGINIA		
Postal Code:	22314		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	88789164	BROADSTEP	
Serial Number:	88774516	BROADSTEP	
Serial Number:	77080698	PCS UNIVERSITY	
Serial Number:	77732906	AFFICERE	
CORRESPONDENCE DATA			
Fax Number:	8888295819		
<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:	888-829-5817		
Email:	results-uccteam2@wolterskluwer.com		
Correspondent Name:	CT Corporation		
Address Line 1:	208 South LaSalle St.		
Address Line 2:	Suite 814		
Address Line 4:	Chicago, ILLINOIS 60604		
NAME OF SUBMITTER:	Melanie A. Fagan		
SIGNATURE:	/Melanie A. Fagan/		
DATE SIGNED:	05/10/2021		
Total Attachments: 7			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Broadstep Behavioral Health, Inc.

- Individual(s)
- Partnership
- Corporation- State: Wisconsin
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) May 7, 2021

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Oxford Finance LLC, as Collateral Agent

Street Address: 115 S. Union Street

City: Alexandria

State: Virginia

Country: U.S.A. Zip: 22314

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other LLC Citizenship Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____ Text _____

B. Trademark Registration No.(s) _____

See Schedule A

See Schedule A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Schedule A

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Melanie A. Fagan

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: IL Zip: 60603

Phone Number: 312-845-3405

Docket Number: 4351946

Email Address: mfagan@chapman.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

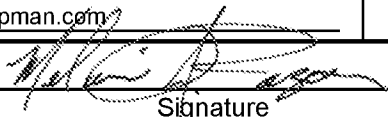
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:



Signature

May 7, 2021

Date

Melanie A. Fagan, Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

GRANT OF
SECURITY INTEREST IN TRADEMARK

This GRANT OF SECURITY INTEREST IN TRADEMARK, dated as of May 7, 2021 (this "Agreement"), is made by Broadstep Behavioral Health, Inc., a Wisconsin corporation (the "IP Grantor"), in favor of Oxford Finance LLC, as the Collateral Agent for the benefit of the Secured Parties from time to time party to the Credit Agreement, dated as of May 7, 2021 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Credit Agreement"), among BCDI PCS Buyer, Inc., a Delaware corporation ("Holdings"), the IP Grantor, as borrower, the Lenders from time to time party thereto, Oxford Finance LLC, as the Administrative Agent and the Collateral Agent, and the other parties from time to time party thereto.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make their respective loans to the IP Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the IP Grantor, Holdings and any Subsidiaries of the IP Grantor that are or become a party thereto as Grantors, have executed and delivered a Security Agreement, dated as of May 7, 2021 in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified, replaced or refinanced from time to time, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, IP Grantor has pledged and granted to the Collateral Agent for the benefit of the Collateral Agent and the Secured Parties a lien on and security interest in all of its right, title and interest in, to and under all Intellectual Property, including the Trademarks, that is not Excluded Property; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make their respective Extensions of Credit to the IP Grantor, the IP Grantor hereby agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein, or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or the Security Agreement, as applicable.

2. Grant of Security Interest. Subject to the terms of the Security Agreement, the IP Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a lien on and security interest in all of its right, title and interest in, to and under all of the following property now owned or at any time hereafter acquired by the IP Grantor, or in which the IP Grantor now has or at any time in the future may acquire any right, title or interest, in each case, that is not Excluded Property (collectively, the "Trademark Collateral"), as collateral security for the prompt and complete payment and performance when due of the Obligations:

(i) all trademarks, service marks, trade names, brand names, domain names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source or business identifiers and designs, now existing or hereafter adopted or acquired, all registrations and recordings thereof (if any), and all registrations and applications filed in connection therewith, including registrations and applications with the United States Patent and Trademark Office or any similar offices in any State of the United States or any other jurisdiction, including those U.S. registered trademarks and applications owned by the IP Grantor and listed on Schedule A hereto, and all extensions or renewals thereof, (ii) all goodwill associated therewith or symbolized thereby, (iii) all rights to sue at law or in equity for any past, present, and future infringement, dilution, or other impairment or violation thereof, including the right to receive all Proceeds (as defined in the Security Agreement) therefrom, and (iv) all other rights, priorities and privileges corresponding thereto throughout the world;

provided that, any “intent to use” Trademark applications filed in the United States Patent and Trademark Office will not be deemed to be Trademark Collateral unless and until an amendment to allege use or a statement of use has been filed with the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral; provided the foregoing exclusions shall only apply 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 such application or any registration that issues therefrom under applicable federal law.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include any Excluded Property.

3. Purpose. This Agreement has been executed and delivered by IP Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office.

4. Termination or Release. At the times set forth in Section 6.5 of the Security Agreement, the Collateral Agent shall, at the expense of the Grantors, execute, acknowledge, and deliver to the IP Grantor an instrument in writing in recordable form releasing the security interest in the Trademark of the IP Grantor under this Agreement to the extent required by Section 6.5 of the Security Agreement.

5. Acknowledgment. The IP Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. A set of the copies of this Agreement signed by all the parties shall be lodged with the IP Grantor and the Collateral Agent.

7. **GOVERNING LAW. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND**

**CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF
NEW YORK.**

[Signature pages follow]

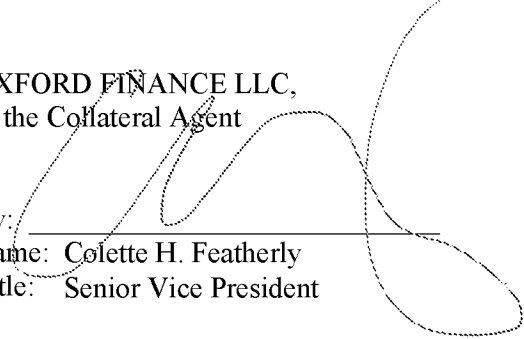
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

BROADSTEP BEHAVIORAL HEALTH, INC., as the IP
Grantor

By: C. Lynn Mason
Name: Lynn Mason
Title: President

OXFORD FINANCE LLC,
as the Collateral Agent

By: _____
Name: Colette H. Featherly
Title: Senior Vice President



[Grant of Security Interest in Trademark (Broadstep, 2021)]

TRADEMARK
REEL: 007286 FRAME: 0786

SCHEDULE A

U.S. Trademark Registrations and Applications

Broadstep Behavioral Health, Inc.:

	Mark	Application Number	Application Date	Registration Number	Registration Date
Broadstep Behavioral Health, Inc. (f.k.a. Phoenix Care Systems, Inc.)	broadstep[®]	88789164	February 7, 2020	N/A	N/A
Broadstep Behavioral Health, Inc. (f.k.a. Phoenix Care Systems, Inc.)	BROADSTEP	88774516	January 27, 2020	N/A	N/A
Broadstep Behavioral Health, Inc. (f.k.a. Phoenix Care Systems, Inc.)	PCS UNIVERSITY	77080698	January 11, 2007	3573092	February 10, 2009
Broadstep Behavioral Health, Inc. (f.k.a. Phoenix Care Systems, Inc.)	AFFICERE	77732906	May 8, 2009	3986260	June 28, 2011

Trademark Applications: N/A

Trademark Licenses: N/A