

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM668453

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PYRAMID HEALTHCARE, INC.		05/10/2021	Corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	GOLUB CAPITAL LLC, as Administrative Agent		
Street Address:	150 South Wacker Drive, Suite 800		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	6056540	PYRAMID HEALTHCARE	
Registration Number:	5170453	PYRAMID HEALTHCARE, INC.	
Registration Number:	5175535	PYRAMID HEALTHCARE, INC.	
Registration Number:	5175560	HELPING PEOPLE RECLAIM THEIR HEALTH ANDW	
Serial Number:	90148557	PYRAMID ONLINE COUNSELING	
Serial Number:	90148558	PYRAMID ONLINE COUNSELING	
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:	800-494-5225		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Stewart Walsh		
Address Line 1:	1025 Connecticut Ave NW, Suite 712		
Address Line 2:	COGENCY GLOBAL Inc.		
Address Line 4:	Washington, D.C. 20036		
ATTORNEY DOCKET NUMBER:	1454173		
NAME OF SUBMITTER:	Theresa Volano		
SIGNATURE:	/Theresa Volano/		

OP \$165.00 6056540

DATE SIGNED:	08/18/2021
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of May 10, 2021 (this “**Trademark Security Agreement**”), by PYRAMID HEALTHCARE, INC., a Pennsylvania corporation (the “**Grantor**”), in favor of GOLUB CAPITAL LLC, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement, dated as of May 10, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Administrative 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 Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantor hereby agrees with the Administrative Agent as follows:

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

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby assigns and pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of the Grantor: (a) the Trademarks of the Grantor listed on Schedule I attached hereto, (b) all goodwill connected with the use of and symbolized thereby, (c) all income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future breach or violations thereof, (d) all rights to sue for past, present and future infringements, dilutions or other violations thereof, and (e) all other rights, priorities, and privileges accruing thereunder or pertaining thereto.

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 Administrative Agent pursuant to the Security Agreement and Grantor hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. 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.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of the Grantor, execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable

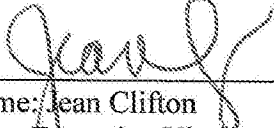
form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

SECTION 6. Governing Law. The terms of Sections 10.15 and 10.16 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]

PYRAMID HEALTHCARE, INC.,
as the Grantor

By: 
Name: Jean Clifton
Title: Executive Vice President and Chief
Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 007395 FRAME: 0268

GOLUB CAPITAL LLC,
as the Administrative Agent

By: 

Name: Marc C. Robinson
Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]


TRADEMARK
REEL: 007395 FRAME: 0269

**Schedule I
Trademark Registrations and Use Applications**

Registrations:

Owner	Mark/Name	Registration No.
Pyramid Healthcare, Inc.	PYRAMID HEALTHCARE	6,056,540
Pyramid Healthcare, Inc.	PYRAMID HEALTHCARE, INC. & Design 	5,170,453
Pyramid Healthcare, Inc.	PYRAMID HEALTHCARE, INC. & Design 	5,175,535
Pyramid Healthcare, Inc.	HELPING PEOPLE RECLAIM THEIR HEALTH AND WELL-BEING	5,175,560

Applications:

Owner	Mark/Name	Application No.
Pyramid Healthcare, Inc.	PYRAMID ONLINE COUNSELING	90/148,557
Pyramid Healthcare, Inc.	PYRAMID HEALTHCARE, INC. & Design 	90/148,558