

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM673679

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SEACOAST CAPITAL PARTNERS III, L.P.		09/09/2021	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	WALDEN BEHAVIORAL CARE, INC.		
Street Address:	51 Sawyer Road, Suite 610		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02453		
Entity Type:	Corporation: DELAWARE		
Name:	WALDEN BEHAVIORAL CARE, LLC		
Street Address:	51 Sawyer Road, Suite 610		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02453		
Entity Type:	Limited Liability Company: MASSACHUSETTS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4420591	WALDEN BEHAVIORAL CARE	
Registration Number:	4282362	WALDEN BEHAVIORAL CARE	
Registration Number:	4243870	WHOLE HEALTH APPROACH	
Registration Number:	4243869	CONTINUUM OF CARE	
Registration Number:	4243868	LASTING RECOVERY FOR BODY AND MIND	
Registration Number:	4282363	WALDEN	
CORRESPONDENCE DATA			
Fax Number:	2124464900		
<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>			
Email:	susan.zablocki@kirkland.com		
Correspondent Name:	SUSAN ZABLOCKI		
Address Line 1:	Kirkland & Ellis LLP		

CH \$165.00 4420591

TRADEMARK

Address Line 2: 601 Lexington Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 24844-4

NAME OF SUBMITTER: Susan Zablocki

SIGNATURE: /susan zablocki/

DATE SIGNED: 09/10/2021

Total Attachments: 8

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RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT

This RELEASE OF INTELLECTUAL PROPERTY SECURITY AGREEMENT (the “**Release**”) is effective as of the 9TH day of September, 2021, by and between: SEACOAST CAPITAL PARTNERS III, L.P., a Delaware limited partnership, (together with its successors and assigns, “**Assignor**”), whose address is 55 Ferncroft Road, Suite 110, Danvers, MA 01923, in favor of WALDEN BEHAVIORAL CARE, INC., a Delaware corporation (“**Assignee**”), whose address is 51 Sawyer Road, Suite 610, Waltham, MA 02453 and WALDEN BEHAVIORAL CARE, LLC, a Massachusetts limited liability company (“**Subsidiary**”) (collectively, Assignee and Subsidiary are referred to as, “**Walden**”).

RECITALS

WHEREAS, Assignor, Walden and the other parties party thereto entered into that certain Securities Purchase Agreement, as amended, restated or otherwise modified from time to time (the “**Purchase Agreement**”);

WHEREAS, pursuant to the Purchase Agreement, Walden pledged, assigned and granted a security interest in favor of Assignor in certain IP Collateral (as defined therein);

WHEREAS, Assignor and Walden entered into to that certain Intellectual Property Security Agreement dated as of June 9, 2014, which was recorded with the United States Patent and Trademark Office on June 12, 2014 at Reel 5301, Frame 0265 (the “**IP Security Agreement**”);

WHEREAS, Walden has satisfied all of the Obligations under the Purchase Agreement and IP Security Agreement and requested that the Assignor terminate and release its security interests in and liens on the IP Collateral;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined in this Release shall have the respective meaning given to them in the Purchase Agreement or the IP Security Agreement, as the case may be.

2) Termination and Release of Security Interest. Assignor hereby terminates, releases, and discharges its security interest in and liens on the IP Collateral, including, without limitation:

- (a) The Copyrights set forth on in **Schedule A**;
- (b) The Patents set forth on **Schedule B**;
- (c) The Trademarks set forth on **Schedule C**;
- (d) The Domain Names set forth on **Schedule D**; and

(e) Any and all claims and causes of action for past, present or future infringement of any of the foregoing, with the right, but not the obligation, to sue for and collect damages for infringement of the foregoing;

(f) Any and all licenses or rights granted under any of the foregoing, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights;

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the foregoing, and

(h) Any and all products and proceeds of any of the foregoing.

3) Requested Recordation. The Assignor and Walden each authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this Release is submitted) file and record this Release (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the release interests of Assignor in the IP Collateral.

4) After-Acquired IP Collateral. This Release applies to any right, title, or interest in or entitlements to any other or new Copyrights, Patents, Trademarks, or Domain Names to which the IP Security Agreement automatically applied after its Effective Date.

5) Power of Attorney. Assignor and Walden revoke the power of attorney granted by Walden to Assignor under the IP Security Agreement, which granted Assignor the power to act as Walden's attorney-in-fact with full authority in the name, place and stead of Walden from time to time in Assignor's discretion, to take any action and to execute any instrument that Assignor reasonably deemed necessary or advisable to accomplish the purposes of the IP Security Agreement.

6) Miscellaneous.

(a) This Release may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument. One or more counterparts of this Release may be delivered by facsimile or other electronic transmission, with the intention that they shall have the same effect as an original counterpart thereof.

(b) THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS RELEASE AND ANY DISPUTE ARISING OUT OF OR IN CONNECTION WITH THIS RELEASE, WHETHER SOUNDING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE GOVERNED BY SHALL BE GOVERNED BY, CONSTRUED UNDER, AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE.

IN WITNESS WHEREOF, the Assignor has executed this Release effective as of the date written above.

ASSIGNOR

SEACOST CAPITAL PARTERS III, L.P.

By: Seacoast III Advisors, LLC
Its General Partner

By: 


Name: Thomas W. Gorman

Title: Member

IN WITNESS WHEREOF, the Assignee and Subsidiary have executed this Release effective as of the date written above.

ASSIGNEE:

WALDEN BEHAVIOR CARE, INC.

By:  _____

Name: Stuart Koman

Title: Chief Executive Officer and President

SUBSIDIARY:

WALDEN BEHAVIORAL CARE, LLC

By:  _____

Name: Stuart Koman

Title: Chief Executive Officer and President

SCHEDULE A

COPYRIGHT COLLATERAL

Registered Copyrights

None

Pending Copyright Applications

None

SCHEDULE B

PATENT COLLATERAL

Registered Patents

None

Pending Patent Applications

None

SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademark Applications

Word Mark WALDEN BEHAVIORAL CARE
Serial Number 85644432
Registration Number 4420591

Word Mark WALDEN BEHAVIORAL CARE
Serial Number 85644601
Registration Number 4282362

Word Mark WHOLE HEALTH APPROACH
Serial Number 85644691
Registration Number 4243870

Word Mark CONTINUUM OF CARE
Serial Number 85644673
Registration Number 4243869

Word Mark LASTING RECOVERY FOR BODY AND MIND
Serial Number 85644632
Registration Number 4243868

Word Mark WALDEN
Serial Number 85644620
Registration Number 4282363

Pending Trademark Applications

None

Common Law Trademarks

None

SCHEDULE D

DOMAIN NAMES

waldenbehavioralcare.com
waldenbehavioralcare.net
theWaldenCenter.org
theWaldenCenter.com
theWaldenCenter.net
theWaldenCenter.biz
WaldenCenter.org
WaldenED.com
WaldenMH.com
WaldenED.net
WaldenMH.net
WaldenCenter.net

Schedule D to Release