

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM699033

|                              |                   |
|------------------------------|-------------------|
| <b>SUBMISSION TYPE:</b>      | NEW ASSIGNMENT    |
| <b>NATURE OF CONVEYANCE:</b> | SECURITY INTEREST |

## CONVEYING PARTY DATA

| Name                                     | Formerly | Execution Date | Entity Type                |
|--|----------|----------------|----------------------------|
| EBS Healthcare, LLC                      |          | 12/30/2021     | Limited Liability Company: |
| STAR of CA, LLC                          |          | 12/30/2021     | Limited Liability Company: |
| Stepping Stones Healthcare Services, LLC |          | 12/30/2021     | Limited Liability Company: |

## RECEIVING PARTY DATA

|                        |                                       |
|------------------------|---------------------------------------|
| <b>Name:</b>           | Crescent Agency Services LLC          |
| <b>Street Address:</b> | 11100 Santa Monica Blvd. Suite 2000   |
| <b>City:</b>           | Los Angeles                           |
| <b>State/Country:</b>  | CALIFORNIA                            |
| <b>Postal Code:</b>    | 90025                                 |
| <b>Entity Type:</b>    | Limited Liability Company: CALIFORNIA |

## PROPERTY NUMBERS Total: 17

| Property Type  | Number   | Word Mark                          |
|----------------|----------|------------------------------------|
| Serial Number: | 90332989 | WE'RE MAKING A DIFFERENCE          |
| Serial Number: | 90076017 | TELXCEL                            |
| Serial Number: | 90076031 | TELXCEL                            |
| Serial Number: | 90062308 | TRAUMA SENSITIVE SESSIONS          |
| Serial Number: | 87456858 | CONTEXTUAL DIFFERENTIATED COACHING |
| Serial Number: | 78927924 |                                    |
| Serial Number: | 78927926 | EDUCATIONAL BASED SERVICES         |
| Serial Number: | 78927929 | EBS                                |
| Serial Number: | 78927932 | EBS HEALTHCARE                     |
| Serial Number: | 86135351 | CAUSE BEHAVIORAL HEALTH CENTER     |
| Serial Number: | 86135360 | CAUSE BHC                          |
| Serial Number: | 86135371 | ERA BEHAVIORAL HEALTH              |
| Serial Number: | 86135376 | ERA BH                             |
| Serial Number: | 85750480 | E.R.A. ED.                         |
| Serial Number: | 85750498 | E.R.A. ED.                         |
| Serial Number: | 77199168 | ALPHAVISTA                         |
| Serial Number: | 87130185 | STEPPING STONES                    |

TRADEMARK

REEL: 007547 FRAME: 0017

900666792

CH \$440.00 90332989

**CORRESPONDENCE DATA****Fax Number:**

*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.*

**Email:** Teas@friedfrank.com**Correspondent Name:** Justin Charles c/o Fried Frank et al**Address Line 1:** One New York Plaza**Address Line 4:** New York, NEW YORK 10004

|                                |                  |
|--------------------------------|------------------|
| <b>ATTORNEY DOCKET NUMBER:</b> | 5491-6           |
| <b>NAME OF SUBMITTER:</b>      | Justin Charles   |
| <b>SIGNATURE:</b>              | /Justin Charles/ |
| <b>DATE SIGNED:</b>            | 12/31/2021       |

**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (as amended, restated, modified or supplemented from time to time, this “**Trademark Security Agreement**”), dated as of December 30, 2021, is made by EBS Healthcare, LLC, a Pennsylvania limited liability company, STAR of CA, LLC, a California limited liability company, and Stepping Stones Healthcare Services, LLC, a Delaware limited liability company (collectively, the “**Grantors**”), in favor of CRESCENT AGENCY SERVICES LLC, as the collateral agent (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”) for the Secured Parties.

WHEREAS, each of the Grantors is party to that certain Security Agreement, dated as of December 30, 2021 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantors, the other grantors party thereto and the Collateral Agent; and

WHEREAS, under the terms of the Security Agreement, each of the Grantors has granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and has agreed to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Grantors agrees as follows:

**I. TERMS. CAPITALIZED TERMS USED BUT NOT DEFINED HEREIN SHALL HAVE THE MEANINGS GIVEN OR GIVEN BY REFERENCE IN THE SECURITY AGREEMENT.**

Grant of Security. As security for the payment or performance when due, as the case may be, in full of the Secured Obligations, each of the Grantors did and hereby does grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the “**Security Interest**”) in each of the Grantor’s right, title and interest in, to and under the registered and applied for Trademarks constituting Registered IP Collateral, as set forth on Schedule A attached hereto, together with all goodwill of the business connected with the use thereof or symbolized thereby, and with respect to the foregoing (a) all extensions and renewals thereof, (b) all income, fees, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payments for past, present or future infringements and dilutions thereof or injury to the goodwill associated therewith, (c) the right to sue for past, present and future infringements and dilutions thereof or injury to the goodwill associated therewith, and (d) all other rights of any kind accruing thereunder or pertaining thereto throughout the world (collectively, the “**Trademark Collateral**”); provided that “Trademark Collateral” shall not include, and the Security Interest shall not attach to, any Excluded Asset as provided in the Security Agreement, including any “intent-to-use” Trademark application prior to the filing and acceptance of a “Statement of Use” pursuant to Section 1(d) of the Lanham Act or an “Amendment to Allege Use” pursuant to Section 1(c) of the Lanham Act with respect thereto, solely 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 any registration that issues from such intent-to-use application under applicable federal law (it being understood that, after such period, such Trademark application shall be automatically subject to the Security Interest granted herein and deemed to be included in the Collateral).

**II. RECORDATION. THE GRANTORS AUTHORIZE AND REQUEST THAT THE COMMISSIONER FOR TRADEMARKS RECORD THIS TRADEMARK SECURITY AGREEMENT WITH THE U.S. PATENT AND TRADEMARK OFFICE.**

**III. EXECUTION IN COUNTERPARTS. THIS TRADEMARK SECURITY AGREEMENT MAY BE EXECUTED IN ANY NUMBER OF COUNTERPARTS, EACH OF WHICH WHEN SO EXECUTED SHALL BE DEEMED TO BE AN ORIGINAL AND ALL OF WHICH TAKEN TOGETHER SHALL CONSTITUTE ONE AND THE SAME AGREEMENT. DELIVERY OF AN EXECUTED SIGNATURE PAGE TO THIS TRADEMARK SECURITY AGREEMENT BY FACSIMILE OR ELECTRONIC (INCLUDING .PDF OR .TIF FILE) TRANSMISSION SHALL BE AS EFFECTIVE AS DELIVERY OF A MANUALLY SIGNED COUNTERPART OF THIS TRADEMARK SECURITY AGREEMENT. SECTION 11.12 OF THE CREDIT AGREEMENT IS INCORPORATED BY REFERENCE HEREIN, MUTATIS MUTANDIS.**

**IV. SECURITY AGREEMENT. THIS TRADEMARK SECURITY AGREEMENT HAS BEEN ENTERED INTO IN CONJUNCTION WITH THE PROVISIONS OF THE SECURITY AGREEMENT. THE GRANTORS DO HEREBY ACKNOWLEDGE AND CONFIRM THAT THE GRANT OF THE SECURITY INTEREST HEREUNDER TO, AND THE RIGHTS AND REMEDIES OF, THE COLLATERAL AGENT WITH RESPECT TO THE TRADEMARK COLLATERAL ARE MORE FULLY SET FORTH IN THE SECURITY AGREEMENT, THE TERMS AND PROVISIONS OF WHICH ARE INCORPORATED HEREIN BY REFERENCE AS IF FULLY SET FORTH HEREIN. 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.**

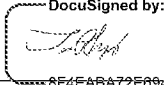
**V. GOVERNING LAW. SECTIONS 7.08 AND 7.09 OF THE SECURITY AGREEMENT ARE INCORPORATED BY REFERENCE HEREIN, MUTATIS MUTANDIS.**

**VI. INTERCREDITOR AGREEMENTS. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT, FOR THE BENEFIT OF THE SECURED PARTIES, PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT AND THE OTHER SECURED PARTIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF ANY APPLICABLE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT OR INCONSISTENCY BETWEEN THE PROVISIONS OF ANY SUCH INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE PROVISIONS OF SUCH INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.**

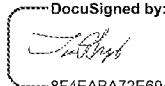
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IN WITNESS WHEREOF, the undersigned has executed this Trademark Security Agreement as of the date first above written.

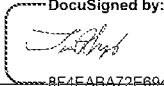
**EBS HEALTHCARE, LLC**, as a Grantor

By:   
Name: Timothy R. Murphy  
Title: Chief Executive Officer

**STAR OF CA, LLC**, as a Grantor

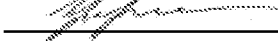
By:   
Name: Timothy R. Murphy  
Title: Chief Executive Officer


**STEPPING STONES HEALTHCARE SERVICES, LLC**, as a Grantor

By:   
Name: Timothy R. Murphy  
Title: Chief Executive Officer

Accepted and Agreed:


CRESCENT AGENCY SERVICES LLC, as Collateral Agent


By:   
Name: Yev Kuznetsov  
Title: Managing Director

By:   
Name: Mandy Epler Brown  
Title: Senior Vice President

**SCHEDULE A**

**U.S. Trademark Registrations**

| <b>Trademark</b>   | <b>Serial Number</b> | <b>Filing Date</b> | <b>Registration Number</b> | <b>Registration Date</b> | <b>Owner</b>        |
|--|----------------------|--------------------|----------------------------|--------------------------|---------------------|
| WE'RE MAKING A DIFFERENCE<br><br><small>WE'RE MAKING A DIFFERENCE</small>                          | 90332989             | 20-NOV-2020        | 6462571                    | 24-AUG-2021              | EBS Healthcare, LLC |
| TELXCEL<br>       | 90076017             | 27-JUL-2020        | 6324467                    | 13-APR-2021              | EBS Healthcare, LLC |
| TELXCEL<br><br>TELXCEL   | 90076031             | 27-JUL-2020        | 6324468                    | 13-APR-2021              | EBS Healthcare, LLC |
| TRAUMA SENSITIVE SESSIONS<br><br><small>TRAUMA SENSITIVE SESSIONS</small>                          | 90062308             | 20-JUL-2020        | 6230588                    | 22-DEC-2020              | EBS Healthcare, LLC |
| CONTEXTUAL DIFFERENTIATED COACHING<br><br><small>CONTEXTUAL DIFFERENTIATED COACHING</small>        | 87456858             | 19-MAY-2017        | 5489741                    | 12-JUN-2018              | EBS Healthcare, LLC |
| Design Only<br> | 78927924             | 12-JUL-2006        | 3324473                    | 30-OCT-2007              | EBS Healthcare, LLC |
| EDUCATIONAL BASED SERVICES<br><br><small>EDUCATIONAL BASED SERVICES</small>                        | 78927926             | 12-JUL-2006        | 3339805                    | 20-NOV-2007              | EBS Healthcare, LLC |
| EBS<br><br>EBS   | 78927929             | 12-JUL-2006        | 3426936                    | 13-MAY-2008              | EBS Healthcare, LLC |
| EBS HEALTHCARE<br>EBS  | 78927932             | 12-JUL-2006        | 3426937                    | 13-MAY-2008              | EBS Healthcare, LLC |

| Trademark   | Serial Number | Filing Date | Registration Number | Registration Date | Owner                                    |
|---|---------------|-------------|---------------------|-------------------|--|
| CAUSE<br>BEHAVIORAL<br>HEALTH CENTER<br><br><small>CAUSE BEHAVIORAL HEALTH<br/>CENTER</small>     | 86135351      | 04-DEC-2013 | 4851806             | 10-NOV-2015       | STAR OF CA, LLC                          |
| [CAUSE BHC<br>CAUSE BHC   | 86135360      | 04-DEC-2013 | 4851807             | 10-NOV-2015       | STAR OF CA, LLC                          |
| ERA BEHAVIORAL<br>HEALTH<br><br><small>ERA BEHAVIORAL HEALTH</small>                              | 86135371      | 04-DEC-2013 | 5156444             | 07-MAR-2017       | STAR OF CA, LLC                          |
| ERA BH<br>ERA BH  | 86135376      | 04-DEC-2013 | 5151497             | 28-FEB-2017       | STAR OF CA, LLC                          |
| E.R.A. ED.<br>E.R.A. Ed.  | 85750480      | 10-OCT-2012 | 4402672             | 17-SEP-2013       | STAR OF CA, LLC                          |
| E.R.A. ED.<br> | 85750498      | 10-OCT-2012 | 4402673             | 17-SEP-2013       | STAR OF CA, LLC                          |
| ALPHAVISTA<br>ALPHAVISTA  | 77199168      | 06-JUN-2007 | 3378136             | 05-FEB-2008       | Stepping Stones Healthcare Services, LLC |
| STEPPING STONES   | 87130185      | 08-AUG-2016 | 5551370             | 28-AUG-2018       | Stepping Stones Healthcare Services, LLC |