

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM711019

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
BEHAVEN HOLDINGS, LLC		02/28/2022	Limited Liability Company: DELAWARE
BEHAVE'N DAY CENTER, LLC		02/28/2022	Limited Liability Company: NEBRASKA
BEHAVE'N COMMUNITY SERVICES, LLC		02/28/2022	Limited Liability Company: NEBRASKA
BEHAVEN KIDS, LLC		02/28/2022	Limited Liability Company: DELAWARE
BEHAVEN KIDS CORPORATE, LLC		02/28/2022	Limited Liability Company: DELAWARE
BEHAVEN KIDS OMAHA, LLC		02/28/2022	Limited Liability Company: NEBRASKA
BEHAVEN KIDS LINCOLN, LLC		02/28/2022	Limited Liability Company: NEBRASKA
RECEIVING PARTY DATA			
Name:	California Bank of Commerce		
Street Address:	1300 Clay Street		
Internal Address:	Fifth Floor		
City:	Oakland		
State/Country:	CALIFORNIA		
Postal Code:	94612		
Entity Type:	Corporation: CALIFORNIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3881606	BEHAVEN KIDS	
CORRESPONDENCE DATA			
Fax Number:	8009144240		
<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:	800-713-0755		
Email:	jade.tanks@wolterskluwer.com		
Correspondent Name:	CT Corporation		

OP \$40.00 3881606

Address Line 1: 4400 Easton Commons Way
Address Line 2: Suite 125
Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER: Samantha V. Alfano

SIGNATURE: /Samantha V. Alfano/

DATE SIGNED: 02/28/2022

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT is entered into as of February 28, 2022 (this "Agreement"), by and among BEHAVEN HOLDINGS, LLC, a Delaware limited liability company ("Parent"), BEHAVE'N DAY CENTER, LLC, a Nebraska limited liability company ("Behave'n Day"), BEHAVE'N COMMUNITY SERVICES, LLC, a Nebraska limited liability company ("Behave'n Community"), BEHAVEN KIDS, LLC, a Delaware limited liability company ("Behaven Kids"), BEHAVEN KIDS CORPORATE, LLC, a Delaware limited liability company ("Behaven Kids Corporate"), BEHAVEN KIDS OMAHA, LLC, a Nebraska limited liability company ("Omaha"), BEHAVEN KIDS LINCOLN, LLC, a Nebraska limited liability company ("Lincoln" and together with Parent, Behave'n Day, Behave'n Community, Behaven Kids, Behaven Kids Corporate, Omaha, and any other Person who is joined to this Agreement, individually and collectively, jointly and severally, the "Grantor" and, collectively, "Grantors" as the context may require) and CALIFORNIA BANK OF COMMERCE, a California corporation ("Bank").

RECITALS

Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantors dated as of the date hereof and as amended from time to time (the "Loan Agreement"). Capitalized terms used herein have the meaning assigned in the Loan Agreement. Bank is willing to make the credit extensions to Grantors, but only upon the condition, among others, that each Grantor shall grant to Bank a security interest in all of such Grantor's right title, and interest in, to and under all of the Collateral whether presently existing or hereafter acquired

NOW, THEREFORE, each Grantor agrees as follows:

AGREEMENT

To secure performance of Grantors' obligations under the Loan Agreement, each Grantor grants to Bank a security interest in all of such Grantor's right, title and interest in such Grantor's intellectual property to the extent constituting Collateral (the "Intellectual Property Collateral"), including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits). This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. Each right, power and remedy of Bank provided for herein shall not preclude the simultaneous or later exercise by Bank of any or all other rights, powers or remedies.

Grantors represent and warrant that Exhibits A, B, and C attached hereto set forth any and all Intellectual Property Collateral in connection to which a Grantor, as of the date hereof, has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable. Grantors hereby authorize Bank, with prompt written notice to the Grantors in the manner set forth in Section 10 of the Loan Agreement, to (a) modify this Agreement unilaterally by amending the exhibits to this Agreement to include any Intellectual Property Collateral which a Grantor obtains subsequent to the date of this Agreement, and (b) file a duplicate original of this Agreement containing amended exhibits reflecting such new intellectual property.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. In the event that any signature to this Agreement is delivered by facsimile transmission or by e-mail delivery of a ".pdf" format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or ".pdf" signature page were an original thereof.

[SIGNATURE PAGE FOLLOWS]

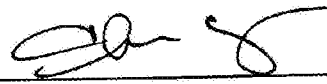
IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Borrower:
8922 Cuming St.
Omaha, NE 66114

BEHAVEN HOLDINGS, LLC
a Delaware limited liability company

By: 
Name: Themis Gomes
Title: Chief Executive Officer

BEHAVE'N DAY CENTER, LLC,
a Nebraska limited liability company

By: 
Name: Themis Gomes
Title: Chief Executive Officer

BEHAVE'N COMMUNITY SERVICES, LLC,
a Nebraska limited liability company

By: 
Name: Themis Gomes
Title: Chief Executive Officer

BEHAVEN KIDS, LLC,
a Delaware limited liability company

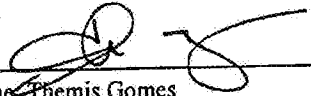
By: 
Name: Themis Gomes
Title: Chief Executive Officer

BEHAVEN KIDS CORPORATE, LLC,
a Delaware limited liability company

By: 
Name: Themis Gomes
Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

BEHAVEN KIDS OMAHA, LLC,
a Nebraska limited liability company

By: 
Name: Themis Gomes
Title: Chief Executive Officer

BEHAVEN KIDS LINCOLN, LLC,
a Nebraska limited liability company

By: 
Name: Themis Gomes
Title: Chief Executive Officer

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007645 FRAME: 0087

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed as of the first date written above.

Address of Bank:

1300 Clay Street, Fifth Floor
Oakland, CA 94612
Attn: Larry LaCroix; Marina Kremer

CALIFORNIA BANK OF COMMERCE

By: 

Name: Marina Kremer

Title: Senior Vice President

[Signature Page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 007645 FRAME: 0088

EXHIBIT A

COPYRIGHTS

Please Check if No Copyrights Exist [x]

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Pre - registered?</u>

