

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM707136

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Proven Behavioral Holdings, LLC		02/04/2022	Limited Liability Company: MASSACHUSETTS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SVB INNOVATION CREDIT FUND VIII, L.P.		
<b>Street Address:</b>	2770 SAND HILL ROAD		
<b>City:</b>	MENLO PARK		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	94025		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	90785110	INTENSE THERAPY GETS RESULTS. JOYFUL INT	
<b>Registration Number:</b>	5269624	PROVEN BEHAVIOR SOLUTIONS	
<b>Registration Number:</b>	5373463	AUTISM IS OUR EXPERTISE. CHANGING LIVES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2063599000		
<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>			
<b>Phone:</b>	206-359-8000		
<b>Email:</b>	pctrademarks@perkinscoie.com		
<b>Correspondent Name:</b>	Stefan B. Blum		
<b>Address Line 1:</b>	PERKINS COIE LLP, P.O. Box 2608		
<b>Address Line 4:</b>	SEATTLE, WASHINGTON 98111		
<b>ATTORNEY DOCKET NUMBER:</b>	141721.0149		
<b>NAME OF SUBMITTER:</b>	Stefan B. Blum		
<b>SIGNATURE:</b>	/Stefan B. Blum/		
<b>DATE SIGNED:</b>	02/08/2022		
<b>Total Attachments: 7</b>			
source=SVB Capital_Proven - Intellectual Property Security Agreement (Executed)#page1.tif			
source=SVB Capital_Proven - Intellectual Property Security Agreement (Executed)#page2.tif			

OP \$90.00 90785110

source=SVB Capital\_Proven - Intellectual Property Security Agreement (Executed)#page3.tif  
source=SVB Capital\_Proven - Intellectual Property Security Agreement (Executed)#page4.tif  
source=SVB Capital\_Proven - Intellectual Property Security Agreement (Executed)#page5.tif  
source=SVB Capital\_Proven - Intellectual Property Security Agreement (Executed)#page6.tif  
source=SVB Capital\_Proven - Intellectual Property Security Agreement (Executed)#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of February 4, 2022 by and between the Grantors listed on the signature page hereto (collectively, the “*Grantor*”) and SVB INNOVATION CREDIT FUND VIII, L.P., a Delaware limited partnership, as administrative agent and collateral agent for the Lenders (in such capacity, “*Administrative Agent*”).

RECITALS

A. Administrative Agent and the Lenders (as defined in the Credit Agreement) have agreed to make certain advances of money and to extend certain financial accommodations to Grantor and the Opco Borrower in the amounts and manner set forth in that certain Credit Agreement, dated as of the date hereof, by and among PROVEN BEHAVIORAL HOLDINGS, LLC, a Delaware limited liability company (“*Holdings*”), PROVEN HEALTHCARE, LLC, a Delaware limited liability company (“*Initial Borrower*”), PROVEN BEHAVIOR SOLUTIONS, LLC, a Massachusetts limited liability company (the “*Opco Borrower*” or “*Acquired Business*” and together with Initial Borrower, jointly and severally, individually and collectively, the “*Borrower*”), the Lenders party thereto from time to time, and the Administrative Agent (as amended, restated, amended and restated, supplemented, restructured or otherwise modified from time to time, the “*Credit Agreement*”). Unless otherwise specified, capitalized terms used herein are used as defined in the Credit Agreement or the Guarantee and Collateral Agreement (as defined below), as applicable.

B. In consideration of the agreement by Administrative Agent and the Lenders to make the financial accommodations to Borrower under the Credit Agreement, Borrower and each other “Grantor” (as defined therein) have entered into that certain Guarantee and Collateral Agreement in favor of Administrative Agent, dated as of even date herewith (as the same may be amended, modified or supplemented from time to time, the “*Guarantee and Collateral Agreement*”).

C. The Secured Parties are willing to make such financial accommodations to Borrower, but only upon the condition, among others, that Grantor shall grant to Administrative Agent a security interest in certain Copyrights, Trademarks, and Patents (in each case, as defined in the Guarantee and Collateral Agreement) to secure the obligations of Borrower and each other Grantor under the Credit Agreement and the Guarantee and Collateral Agreement.

D. Pursuant to the terms of the Credit Agreement and the Guarantee and Collateral Agreement, Grantor has granted to Administrative Agent, for the benefit of the Secured Parties, a security interest in all of Borrower’s and each other Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Credit Agreement and Loan Documents, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Credit Agreement and Loan Documents, Grantor grants and pledges to Administrative Agent a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property to the extent constituting Collateral (as defined in the Guarantee and Collateral Agreement) (including without limitation those Copyrights, Patents, and Trademarks listed on Exhibits A, B, and C hereto, respectively), and all proceeds thereof (such as, by way of example but not by way of

limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Administrative Agent under the Guarantee and Collateral Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict between any provision of the Guarantee and Collateral Agreement and any provision of this Intellectual Property Security Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

For the avoidance of doubt, no Excluded Asset constitutes Collateral and no security interest is granted in any Excluded Asset pursuant to this agreement.

This Intellectual Property Security Agreement may be executed by one or more of the parties to this Intellectual Property Security Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart by electronic transmission shall be equally effective as delivery of an original executed counterpart.

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF CALIFORNIA.**

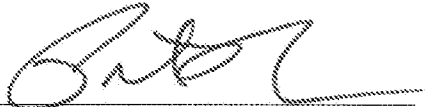
[Remainder of Page Left Intentionally Blank]

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

**GRANTOR:**

**PROVEN BEHAVIOR SOLUTIONS, LLC**

By: \_\_\_\_\_



Name: Pete Tedesco

Title: Authorized Representative

[Signature Page to Intellectual Property Security Agreement]

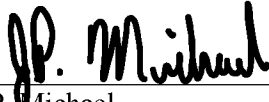
**TRADEMARK**  
**REEL: 007677 FRAME: 0723**

**ADMINISTRATIVE AGENT:**

**SVB INNOVATION CREDIT FUND VIII,  
L.P.**

**By: SVB Innovation Credit Partners VIII,  
LLC, a Delaware limited liability company,  
its General Partner**

Signature: \_\_\_\_\_

Handwritten signature of J.P. Michael in black ink, written over a horizontal line.

Print Name: J.P. Michael

Title: Senior Managing Director

[Signature Page to Intellectual Property Agreement]