

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM753521

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Action Behavior Centers LLC		09/06/2022	Limited Liability Company: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Antares Capital LP, as Collateral Agent		
<b>Street Address:</b>	500 W. Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<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>Registration Number:</b>	5627170	A	
<b>Registration Number:</b>	5767117	A ACTION BEHAVIOR CENTERS	
<b>Registration Number:</b>	5767115	ACTION BEHAVIOR CENTERS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2138918763		
<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>Email:</b>	rhonda.deleon@lw.com		
<b>Correspondent Name:</b>	LATHAM & WATKINS LLP		
<b>Address Line 1:</b>	355 SOUTH GRAND AVENUE		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90071-1560		
<b>ATTORNEY DOCKET NUMBER:</b>	057121-0692		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>SIGNATURE:</b>	/Rhonda DeLeon/		
<b>DATE SIGNED:</b>	09/06/2022		
<b>Total Attachments: 6</b>			
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**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of September 6, 2022, is made by the Grantor (as identified below), in favor of ANTARES CAPITAL LP, as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

**WHEREAS, ACTION BEHAVIOR CENTERS LLC**, a Texas limited liability company (the “**Grantor**”), owns the Trademark Collateral (as defined below); and

**WHEREAS**, the Grantor is party to that certain Security Agreement, dated as of the date hereof (the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Agreement.

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the respective meanings given to such terms in the Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by the Grantor to the Collateral Agent pursuant to the Security Agreement, the Grantor hereby grants to the Collateral Agent a security interest in all of the Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

(i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, domain names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by the Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”);

(ii) all goodwill of the Grantor’s business symbolized by the Trademarks associated therewith;

(iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and

(iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any “intent-to-use” application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing 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.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. All of the terms of the Security Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAW OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAW PRINCIPLES.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. Delivery of an executed counterpart of a signature page to this Agreement by telecopy or electronic transmission (including Adobe pdf file) shall be effective as delivery of a manually signed counterpart of this Agreement. The words "execution," "signed," "signature," and words of like import in this Agreement or in any amendment or other modification hereof (including waivers and consents) shall be deemed to include electronic signatures or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable Laws, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any other similar state laws based on the Uniform Electronic Transactions Act.

This Agreement constitutes a "Loan Document" under and as defined in the Credit Agreement and is subject to the terms and provisions therein regarding Loan Documents.

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**IN WITNESS WHEREOF**, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**ACTION BEHAVIOR CENTERS LLC**

DocuSigned by:

*Ryan Chen*

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

Name: Ryan Chen

Title: Chief Financial Officer

Accepted and Agreed:

**ANTARES CAPITAL LP,**  
as the Collateral Agent

By: Adam Chalmers

Name: Adam Chalmers



Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007841 FRAME: 0047**

**SCHEDULE A**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

**US Trademarks:**

<b>Trademark</b> <b>Serial No.</b>	<b>Status</b>	<b>Services</b>	<b>Owner</b>
 SN: 87893250 RN: 5627170	Registered: December 11, 2018 Int'l Class: 44 First Use: December, 2016 Filed: April 25, 2018	(Int'l Class: 44) behavioral health services; behavioral health services in the nature of providing applied behavior analysis therapy to individuals with autism and other developmental disorders services; providing an internet website featuring news and information relating to diagnosis and treatment of autism	Action Behavior Centers LLC (Texas Limited Liability Company) 2100 Kramer Ln., Suite 150 Austin Texas 78758
 SN: 87893299 RN: 5767117	Registered: June 4, 2019 Int'l Class: 44 First Use: December, 2016 Filed: April 25, 2018	(Int'l Class: 44) behavioral health services; behavioral health services in the nature of providing applied behavior analysis therapy to individuals with autism and other developmental disorders services; providing an internet website featuring news and information relating to diagnosis and treatment of autism	Action Behavior Centers LLC (Texas Limited Liability Company) 2100 Kramer Ln., Suite 150 Austin Texas 78758

Trademark Serial No.	Status	Services	Owner
<p>ACTION BEHAVIOR CENTERS SN: 87893209  RN: 5767115</p>	<p>Registered: June 4, 2019 Int'l Class: 44 First Use: December, 2016 Filed: April 25, 2018</p>	<p>(Int'l Class: 44) behavioral health services; behavioral health services in the nature of providing applied behavior analysis therapy to individuals with autism and other developmental disorders services; providing an internet website featuring news and information relating to diagnosis and treatment of autism</p>	<p>Action Behavior Centers LLC (Texas Limited Liability Company) 2100 Kramer Ln., Suite 150 Austin Texas 78758</p>