

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM753643

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest in Trademark Collateral at Reel/Frame No. 6453/0227		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Freeport Financial Partners LLC, as Agent		09/06/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Action Behavior Centers LLC		
Street Address:	2100 Kramer Ln., Suite 150		
City:	Austin		
State/Country:	TEXAS		
Postal Code:	78758		
Entity Type:	Limited Liability Company: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	87893250	A	
Serial Number:	87893299	A ACTION BEHAVIOR CENTERS	
Serial Number:	87893209	ACTION BEHAVIOR CENTERS	
CORRESPONDENCE DATA			
Fax Number:	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>			
Email:	rhonda.deleon@lw.com		
Correspondent Name:	LATHAM & WATKINS LLP		
Address Line 1:	355 SOUTH GRAND AVENUE		
Address Line 4:	LOS ANGELES, CALIFORNIA 90071-1560		
ATTORNEY DOCKET NUMBER:	057121-0692		
NAME OF SUBMITTER:	Rhonda DeLeon		
SIGNATURE:	/Rhonda DeLeon/		
DATE SIGNED:	09/06/2022		
Total Attachments: 4			
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**RELEASE OF SECURITY INTEREST
IN TRADEMARK COLLATERAL**

THIS RELEASE OF SECURITY INTEREST IN TRADEMARK COLLATERAL (this “Release”), dated as of September 6, 2022, is made by Freeport Financial Partners LLC (“Agent”), in favor of Action Behavior Centers LLC, a Texas limited liability company (the “Grantor”), as follows:

WITNESSETH:

WHEREAS, pursuant to that certain Guaranty and Security Agreement, dated as of October 10, 2018 (as amended, restated, supplemented or otherwise modified from time to time to date, the “Guaranty and Security Agreement”), by and among, *inter alios*, the Grantor, the other parties thereto and the Agent, and that certain Intellectual Property Security Agreement, dated as of October 10, 2018, by and among, *inter alios*, the Grantor and the Agent, and recorded with the United States Patent and Trademark Office on October 10, 2018 at Reel 6453/Frame 0227 (the “Trademark Security Agreement”), the Grantor granted a security interest in certain collateral in favor of the Agent, including the Trademark Collateral (as hereinafter defined); and

WHEREAS, the Agent now desires to terminate and release the Trademark Security Agreement and the entirety of its security interest in the Trademark Collateral described on Schedule A attached hereto.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and upon the terms set forth in this Release, the Agent hereby agrees as follows:

1. Definitions. The term “Trademark Collateral”, as used herein, shall mean all of the Grantor’s right, title or interest in, or to any and all of the Trademarks listed on Schedule A attached hereto. Capitalized terms not defined herein have the meanings set forth in the Guaranty and Security Agreement or the Trademark Security Agreement, as applicable.

2. Release of Security Interest. The Agent, without recourse, representation or warranty and at the Grantor’s sole cost and expense, hereby terminates, cancels, releases, relinquishes and discharges, in its entirety, for the benefit of the Grantor, and its successors and assigns, its security interest in and to the Trademark Collateral and the Trademark Security Agreement and any and all right, title and interest of the Agent in, to and under the Trademark Collateral shall hereby be terminated, cancelled, released, relinquished and discharged.

3. Further Assurances. The Agent hereby authorizes the Grantor and its successors, assigns, designees or other legal representatives to (i) record this Release with the United States Patent and Trademark Office, (ii) file UCC financing statement amendments with the applicable filing office in order to evidence and effectuate the release and termination of the Agent’s security interest in the Trademark Collateral and/or (iii) otherwise record or file this Release in the applicable governmental office or agency, in each case, at the sole expense of the Grantor. The Agent further agrees to execute and deliver to the Grantor any and all further documents and instruments, and do any and all further acts which the Grantor (or its agents or designees) reasonably request (at the Grantor’s sole cost and expense) in order to confirm this Release and the Grantor’s right, title and interest in, to and under the Trademark Collateral.

4. Delivery by Facsimile. Delivery of an executed signature page to this Release by facsimile or electronic (including .pdf file) transmission shall be as effective as delivery of a manually signed counterpart of this Release. Electronic signatures will have the same force and effect as manual signatures.

4. Governing Law. THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

[Signature page follows]



IN WITNESS WHEREOF, the undersigned has executed this Release by its duly authorized officer as of the date first above written.

FREEMPORT FINANCIAL PARTNERS LLC, as Agent

By  _____
Name: Steve Papalas
Title: Managing Director

SCHEDULE A

TRADEMARK COLLATERAL

Trademark	Serial No.	Owner
	SN: 87893250	Action Behavior Centers LLC
	SN: 87893299	Action Behavior Centers LLC
ACTION BEHAVIOR CENTERS	SN: 87893209	Action Behavior Centers LLC