

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TM152606

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TBH TECHNOLOGY, LLC		02/21/2024	Limited Liability Company: DELAWARE
THERAPEUTIC PATHWAYS, LLC		02/21/2024	Limited Liability Company: CALIFORNIA
RECEIVING PARTY DATA			
Company Name:	HERCULES CAPITAL, INC.		
Street Address:	400 Hamilton Avenue		
Internal Address:	Suite 310		
City:	Palo Alto		
State/Country:	CALIFORNIA		
Postal Code:	94301		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4081052	TRUMPET BEHAVIORAL HEALTH	
Registration Number:	4974708	TRUMPET LEARNING CENTER	
Registration Number:	4153390		
Registration Number:	5550045	MOTIVATED BY CARING. SUPPORTED BY SCIENCE.	
Registration Number:	5573998	THE KENDALL CENTERS	
Registration Number:	5573997	THERAPEUTIC PATHWAYS	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2127159419		
Email:	KLtrademark@kramerlevin.com,zfields@kramerlevin.com		
Correspondent Name:	Mr. Zachary Bloom Fields		
Address Line 1:	1177 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	071016-00048		

CH \$165.00.00 85140348

NAME OF SUBMITTER:	Zachary Fields
SIGNATURE:	Zachary Fields
DATE SIGNED:	02/26/2024
Total Attachments: 5 source=Blue Sprig - Joinder - Trademark Security Agreement (Execution Version)#page1.tif source=Blue Sprig - Joinder - Trademark Security Agreement (Execution Version)#page2.tif source=Blue Sprig - Joinder - Trademark Security Agreement (Execution Version)#page3.tif source=Blue Sprig - Joinder - Trademark Security Agreement (Execution Version)#page4.tif source=Blue Sprig - Joinder - Trademark Security Agreement (Execution Version)#page5.tif	

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “Agreement”), dated as of February 21, 2024, is made by TBH TECHNOLOGY, LLC (“TBH”), a Delaware limited liability company, and THERAPEUTIC PATHWAYS, LLC, a California limited liability company (together with TBH, the “Grantors” and each a “Grantor”), in favor of HERCULES CAPITAL, INC., a Maryland corporation, as Agent (“Agent”)

W I T N E S S E T H:

WHEREAS, to induce Agent and Lenders to extend credit to, or for the benefit of, each Grantor, and each other Person joined to the Loan Agreement (as defined below) as a Lender from time to time pursuant to that certain Loan and Security Agreement, dated as of even date herewith (as amended, restated, amended and restated, supplemented, replaced or otherwise modified from time to time, the “Loan Agreement”), by and among the Grantors, the other guarantors from time to time party thereto, the Agent and the Lenders, each Grantor executes and delivers this Agreement to Agent to reaffirm security for the Secured Obligations. All capitalized terms used herein and not otherwise defined herein shall have the same meanings assigned to such terms in the Loan Agreement;

WHEREAS, pursuant to such Loan Agreement, each Grantor has granted to Agent, for its own benefit and for the ratable benefit of each other Secured Party, security interests in and to and Liens on substantially all of such Grantor’s assets (other than the Excluded Property), including without limitation all of such Grantor’s Intellectual Property and specifically including all of such Grantor’s registered trademarks and all of such Grantor’s filed trademark applications, all whether now owned or hereafter acquired, except for any trademark application filed on an “intent-to-use” basis until the earlier of the filing of a statement of use with respect thereto or the issuance of a registration therefor (collectively, the “Registered Trademarks”); and

WHEREAS, pursuant to the Loan Agreement, each Grantor has agreed to execute and deliver this Agreement and to have a copy of this Agreement filed with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements provided for herein and in the Loan Agreement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by each party hereto, and intending to be legally bound, the parties hereto agree as follows:

Section 1. Grant of Security Interest in Trademark Collateral. Without limiting any other grant of Lien by Grantors in any Collateral under the Loan Agreement or any other Loan Documents, to secure the prompt and complete payment when due (whether on prepayment dates or otherwise) of all the Secured Obligations to Agent, each Grantor hereby grants to Agent, a security interest in on all of such Grantor's right, title and interest in, to and under the following Collateral of such Grantor, all whether now owned or hereafter acquired (the “Trademark Collateral”):

(a) all of its registered trademarks and filed trademark applications, including, without limitation, those referred to on Schedule 1 hereto or on any Schedule to any Supplement delivered hereafter, together with all renewals and extensions of the foregoing;

(b) all goodwill of the business connected with the use of, and symbolized by, each such registered trademark and trademark application covered by (a) above; and

(c) all Proceeds of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of the foregoing.

The Trademark Collateral shall not include any assets or property described in Section 3.2 of the Loan Agreement under the heading Excluded Collateral.

Section 2. Loan Agreement. The security interest reaffirmed pursuant to this Agreement is granted in conjunction with, and in no way limits, the security interests granted to the Agent pursuant to the Loan Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interests and Liens in the Trademark Collateral reaffirmed hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Agreement and the Loan Agreement, the Loan Agreement shall control.

Section 3. Registration/Filing. This Agreement is intended by the parties to be filed, and each Grantor hereby authorizes Agent to file and record a copy of this Agreement, with the United States Patent and Trademark Office.

Section 4. Termination. This Agreement shall terminate and the Lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations. Upon the termination of this Agreement, the Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 5. Counterparts. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which when so delivered shall be deemed an original, but all of which counterparts shall constitute but one and the same instrument. Any signature delivered by a party by facsimile or electronic transmission (including email transmission of a PDF copy) shall be deemed to be an original signature hereto.

Section 6. Governing Law. This Agreement, shall be governed by and construed and enforced in accordance with the laws of the State of New York, excluding conflict of laws principles that would cause the application of laws of any other jurisdiction.

[Signature Pages Follow]

IN WITNESS WHEREOF, this Trademark Security Agreement has been executed and delivered as of the date first set forth above.

TBH TECHNOLOGY, LLC, as a Grantor

By: *Lance Carlson*
Name: Lance Carlson
Title: Chief Financial Officer

THERAPEUTIC PATHWAYS, LLC, as a Grantor

By: *Lance Carlson*
Name: Lance Carlson
Title: Chief Financial Officer

HERCULES CAPITAL, INC., as Agent

By: _____
Name:
Title:

HERCULES CAPITAL, INC., as Lender

By: _____
Name:
Title:

IN WITNESS WHEREOF, this Trademark Security Agreement has been executed and delivered as of the date first set forth above.

TBH TECHNOLOGY, LLC, as a Grantor

By: _____
Name:
Title:

THERAPEUTIC PATHWAYS, LLC, as a Grantor

By: _____
Name:
Title:

HERCULES CAPITAL, INC., as Agent

By:

DocuSigned by: <i>Zhuo Huang</i> 4A38234DA40C437...

Name: Zhuo Huang
Title: Associate General Counsel

HERCULES CAPITAL, INC., as Lender

By:

DocuSigned by: <i>Zhuo Huang</i> 4A38234DA40C437...

Name: Zhuo Huang
Title: Associate General Counsel

[Signature Page to Trademark Security Agreement]

**Schedule 1
to
Trademark Security Agreement**

TRADEMARKS

Grantors' U.S. trademark registrations and trademark applications:

Mark	Reg. No./ App. No.	Reg. Date/ Filing Date	Owner
TRUMPET BEHAVIORAL HEALTH	Reg. No. 4081052	Jan. 3, 2012	TBH Technology, LLC
TRUMPET LEARNING CENTER	Reg. No. 4974708	Jun. 7, 2016	TBH Technology, LLC
Design only	Reg. No. 4153390	Jun. 5, 2012	TBH Technology, LLC
MOTIVATED BY CARING. SUPPORTED BY SCIENCE.	Reg. No. 5550045	Aug. 28, 2018	Therapeutic Pathways, LLC
THE KENDALL CENTERS	Reg. No. 5573998	Oct. 2, 2018	Therapeutic Pathways, LLC
THERAPEUTIC PATHWAYS	Reg. No. 5573997	Oct. 2, 2018	Therapeutic Pathways, LLC