

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

|                                                                                                                                                              |                                              |          |                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|----------|-----------------------|
| SUBMISSION TYPE:                                                                                                                                             | NEW ASSIGNMENT                               |          |                       |
| NATURE OF CONVEYANCE:                                                                                                                                        | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |          |                       |
| CONVEYING PARTY DATA                                                                                                                                         |                                              |          |                       |
|                                                                                                                                                              | Name                                         | Formerly | Execution Date        |
|                                                                                                                                                              | Behave'n Day Center, Inc.                    |          | 08/01/2012            |
|                                                                                                                                                              |                                              |          | Entity Type           |
|                                                                                                                                                              |                                              |          | CORPORATION: NEBRASKA |
| RECEIVING PARTY DATA                                                                                                                                         |                                              |          |                       |
| Name:                                                                                                                                                        | Behaven Kids, LLC                            |          |                       |
| Street Address:                                                                                                                                              | 8922 Cuming St                               |          |                       |
| City:                                                                                                                                                        | Omaha                                        |          |                       |
| State/Country:                                                                                                                                               | NEBRASKA                                     |          |                       |
| Postal Code:                                                                                                                                                 | 68114                                        |          |                       |
| Entity Type:                                                                                                                                                 | LIMITED LIABILITY COMPANY: DELAWARE          |          |                       |
| PROPERTY NUMBERS Total: 1                                                                                                                                    |                                              |          |                       |
|                                                                                                                                                              | Property Type                                | Number   | Word Mark             |
|                                                                                                                                                              | Registration Number:                         | 3881606  | BEHAVEN KIDS          |
| CORRESPONDENCE DATA                                                                                                                                          |                                              |          |                       |
| Fax Number:                                                                                                                                                  | 4023418290                                   |          |                       |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>                                        |                                              |          |                       |
| Phone:                                                                                                                                                       | 4029785361                                   |          |                       |
| Email:                                                                                                                                                       | nhanson@fraserstryker.com                    |          |                       |
| Correspondent Name:                                                                                                                                          | Nicole R. Hanson                             |          |                       |
| Address Line 1:                                                                                                                                              | 500 Energy Plaza, 409 South 17th St          |          |                       |
| Address Line 4:                                                                                                                                              | Omaha, NEBRASKA 68102                        |          |                       |
| NAME OF SUBMITTER:                                                                                                                                           | Nicole R. Hanson                             |          |                       |
| Signature:                                                                                                                                                   | /Nicole R. Hanson/                           |          |                       |
| Date:                                                                                                                                                        | 08/09/2012                                   |          |                       |
| Total Attachments: 4<br>source=IP Assignment#page1.tif<br>source=IP Assignment#page2.tif<br>source=IP Assignment#page3.tif<br>source=IP Assignment#page4.tif |                                              |          |                       |

OP \$40.00 3881606

## INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Agreement") is made and entered into this 1<sup>st</sup> day of August, 2012, by and among Behave'n Day Center, Inc., a Nebraska corporation (the "Assignor") and Behaven Kids, LLC, a Delaware corporation (the "Assignee"), (each a "Party;" collectively the "Parties").

WHEREAS, Assignee and Assignor are in the process of a corporate reorganization pursuant to which Assignee will become the parent company of Assignor; and

WHEREAS, Assignee and Assignor are in the process of a private placement pursuant to which Assignee must hold all Intellectual Property (as hereinafter defined) of the Parties; and

WHEREAS, Assignor desires to assign to Assignee, and Assignee desires to assume from Assignor, all of Assignor's right, title and interest in and to the Intellectual Property (as hereinafter defined).

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Intellectual Property.** For purposes of this Agreement, "Intellectual Property" shall mean any and all intellectual property used in connection with Assignor's business, including but not limited to (a) any and all trademarks, service marks, trade names, copyrights, patents, inventions, trade secrets, know-how, methodologies, client lists and prospect lists; (b) any and all contracts or agreements regarding, restricting or granting any right, title, license or privilege under the same; (c) any and all applications for or registrations of the foregoing; and (d) any and all goodwill associated with the foregoing. The Intellectual Property includes, but is not limited to, the items set forth in Exhibit A attached hereto.

2. **Assignment.** Assignor hereby unconditionally and irrevocably assigns, grants, transfers and conveys to Assignee all of its rights, titles and interests, legal or equitable, of every kind and character, to the Intellectual Property for Assignee's own use and enjoyment and for Assignee's successors, assigns and other legal representatives, together with (a) all other corresponding rights that are now or may be hereafter secured under the laws of any country, now or hereafter in effect; (b) all payments due or payable as of the date of this Agreement; and (c) all claims for damages and right to sue for and collect by reason of past, present or future infringement or other unauthorized use of the Intellectual Property (the "Assignment").

3. **Acceptance.** Assignee hereby accepts the Assignment.

4. **Representations and Warranties.** All Intellectual Property of Assignor is valid, enforceable and in good standing and there are no equitable defenses to enforcement based on any act or omission of Assignor. There is no litigation pending or threatened to challenge Assignor's right, title and interest with respect to its continued use and right to preclude others from using any Intellectual Property of Assignor. Assignor has not granted any license or made any assignment of any Intellectual Property and no other person has any right to use any Intellectual Property owned or held by Assignor. Assignor does not pay any royalties or other consideration for the right to use any Intellectual Property of others.

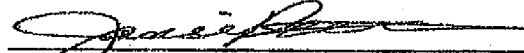
5. **Further Actions.** Each Party will execute and deliver, at the request of the other Party hereto, such further instruments of transfer and assignment and take such other action as reasonably as may be necessary or appropriate to effectuate this Agreement and the Assignment.

6. **Miscellaneous.** This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns. Each Party intends that this Agreement shall not benefit or create any right or cause of action in any person other than the Parties hereto and their respective successors and permitted assigns. This Agreement, including its interpretation, performance and enforcement shall be governed by and construed in accordance with the laws of the State of Delaware, without giving effect to any conflict of law provisions that would cause the application of the laws of any jurisdiction other than the State of Delaware. This Agreement may be amended or modified and any of its terms or provisions may be waived only by a written agreement signed by the Parties. Headings in this Assignment are for convenience only and shall not be used to interpret or construe its provisions.

IN WITNESS WHEREOF, the parties have executed this Intellectual Property Assignment the day and year first above written.

**ASSIGNOR:**

BEHAVE'N DAY CENTER, INC.,  
a Nebraska Corporation

BY:   
Jane L. Peterson, President

**ASSIGNEE:**

BEHAVEN KIDS, LLC,  
a Delaware Limited Liability Company

BY:   
Jane L. Peterson, President

652323.01

**EXHIBIT A**

**INTELLECTUAL PROPERTY**

| <b>Category</b>                         | <b>Description</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-----------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Logo                                    | <b>BEHAVEN KIDS</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Tagline                                 | Where children build positive behaviors                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| Trademark                               | Behave'n Kids (Reg. No. 3881606)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Domain Name                             | www.behavenkids.com                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| Handbooks, Manuals, Policies, and Forms | Parent Handbook Template<br>Employee Handbook Template<br>Front Desk Manual<br>Customer Service/Professionalism Manual<br>Family Therapy Documentation and Process Manual<br>Marketing Training Manual<br>Intake Manual<br>Nebraska Group Therapy Training Manual<br>Franchise Group Therapy Training Manual<br>CBA Manual<br>PC Manual<br>Family Therapy Model Training Manual<br>Group Curriculum Content<br>Start UP/Pre-Opening Manual<br>Real Estate & Facilities Manual<br>Marketing Manual<br>Construction Manual<br>Human Resources Manual<br>Business Operations Manual<br>Service Operations Manual<br>Quality Assurance Manual<br>Business Coordinator Training Manual<br>CBS Manual<br>CD Manual<br>Training of Trainers Manual<br>Community Coordinator Training Manual<br>Intern Manual<br>Nursery Manual<br>Medication Manual |
| Terminology                             | "Mini"<br>"Chair"<br>"Timeout"                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |