

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM440318

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
South Coast Children's Society, Inc. DBA South Coast Community Services		08/01/2017	Public Benefit Corporation: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Western Alliance Bank		
Street Address:	55 Almaden Blvd., Suite 100		
City:	San Jose		
State/Country:	CALIFORNIA		
Postal Code:	95113		
Entity Type:	Corporation: ARIZONA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3754256	SOUTH COAST COMMUNITY SERVICES	
Registration Number:	3914344	SOMETIMES YOU NEED A LITTLE HELP.	
CORRESPONDENCE DATA			
Fax Number:	6192350398		
	<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:	619-515-3207		
Email:	docketing@procopio.com, lisel.ferguson@procopio.com, diane.trus@procopio.com		
Correspondent Name:	Lisel M. Ferguson, Procopio, Cory, et al		
Address Line 1:	525 B Street, Suite 2200		
Address Line 4:	San Diego, CALIFORNIA 92101		
NAME OF SUBMITTER:	Lisel M. Ferguson		
SIGNATURE:	/Lisel M. Ferguson/		
DATE SIGNED:	08/23/2017		
Total Attachments: 6			
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of 08/01, 2017, (the "Agreement") between WESTERN ALLIANCE BANK, an Arizona corporation ("Lender") and SOUTH COAST CHILDREN'S SOCIETY, INC., a California nonprofit public benefit corporation doing business as South Coast Community Services ("Grantor") is made with reference to the Business Financing Agreement, dated as of June 10, 2016 (as amended by that certain Amendment No. 1 to Business Financing Agreement, dated of even date herewith and as further amended from time to time, the "Financing Agreement"), between Lender and Grantor. Terms defined in the Financing Agreement have the same meaning when used in this Agreement.

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby covenants and agrees as follows:

To secure the Obligations under the Financing Agreement, Grantor grants to Lender a security interest in all right, title, and interest of Grantor in any of the following, whether now existing or hereafter acquired or created in any and all of the following property (collectively, the "Intellectual Property Collateral"):

- (a) copyright rights, copyright applications, copyright registrations and like protections in each work or authorship and derivative work thereof, whether published or unpublished and whether or not the same also constitutes a trade secret, now or hereafter existing, created, acquired or held (collectively, the "Copyrights"), including the Copyrights described in Exhibit A;
- (b) trademark and servicemark rights, whether registered or not, applications to register and registrations of the same and like protections, and the entire goodwill of the business of Borrower connected with and symbolized by such trademarks (collectively, the "Trademarks"), including the Trademarks described in Exhibit B;
- (c) patents, patent applications and like protections including without limitation improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"), including the Patents described in Exhibit C;
- (d) mask work or similar rights available for the protection of semiconductor chips or other products (collectively, the "Mask Works");
- (e) trade secrets, and any and all intellectual property rights in computer software and computer software products;
- (f) design rights;
- (g) claims for damages by way of past, present and future infringement of any of the rights included above, with the right, but not the obligation, to sue for and collect such damages for said use or infringement of the intellectual property rights identified above;
- (h) licenses or other rights to use any of the Copyrights, Patents, Trademarks, or Mask Works, and all license fees and royalties arising from such use to the extent permitted by such license or rights;
- (i) amendments, renewals and extensions of any of the Copyrights, Trademarks, Patents, or Mask Works; and

(j) proceeds and products of the foregoing, including without limitation all payments under insurance or any indemnity or warranty payable in respect of any of the foregoing.

The rights and remedies of Lender with respect to the security interests granted hereunder are in addition to those set forth in the Financing Agreement, and those which are now or hereafter available to Lender as a matter of law or equity. Each right, power and remedy of Lender provided for herein or in the Financing Agreement, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein, and the exercise by Lender of any one or more of such rights, powers or remedies does not preclude the simultaneous or later exercise by Lender of any other rights, powers or remedies.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

GRANTOR:

SOUTH COAST CHILDREN'S SOCIETY, INC.

By: Scott K. Guirk
Name: Scott McGuirk
Title: Chief Executive Officer

Address for Notices:

SOUTH COAST CHILDREN'S SOCIETY, INC.
27261 Las Ramblas, Suite 220
Mission Viejo, CA 92691
Fax: (714) 428-3102
Email: smcguirk@southcoastcs.org
Attn: Scott McGuirk

LENDER:

WESTERN ALLIANCE BANK, an Arizona corporation

By: Severin Nordmark
Name: SEVERIN NORDMARK
Title: RELATIONSHIP MANAGER

Address for Notices:

WESTERN ALLIANCE BANK
55 Almaden Blvd., Suite 100
San Jose, CA 95113
Tel: (408) 423-8500
Fax: (408) 423-8520

EXHIBIT A
COPYRIGHTS

Please Check if No Copyrights Exist

<u>Type of Work:</u>	<u>Title:</u>	<u>International Standard Serial Number (ISSN):</u>	<u>Registration Number:</u>	<u>Filing Date:</u>	<u>Preregistered?</u>

EXHIBIT B

TRADEMARKS

Please Check if No Trademarks Exist

<u>Mark / Title:</u>	<u>U.S. Serial Number:</u>	<u>U.S. Registration Number:</u>	<u>UPTO Reference Number:</u>	<u>Filing Date:</u>
South Coast Community Service	77-778, 208	3754256		7-10-09
Sometimes you need a little help	85-070, 058	3914344		6-23-10

EXHIBIT C

PATENTS

Please Check if No Patents Exist

<u>Title:</u>	<u>Patent Number:</u>	<u>Application Serial Number:</u>	<u>Issued or Published?</u>	<u>Issue Date:</u>