

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM715197

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Psych Associates Group, LLC		03/16/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Avante Capital Partners SBIC III, L.P.		
Street Address:	11150 Santa Monica Blvd.		
Internal Address:	Suite 1470		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	Limited Partnership: DELAWARE		
Name:	Avante Capital Partners SBIC III-A, L.P.		
Street Address:	11150 Santa Monica Blvd.		
Internal Address:	Suite 1470		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	6500564	OPERATION COURAGE	
Registration Number:	6567191	BLOOMINMIND	
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:	6172485000		
Email:	tadmin@choate.com		
Correspondent Name:	Sara M. Bauer		
Address Line 1:	Two International Place		
Address Line 2:	Choate Hall & Stewart LLP		

OP \$65.00 6500564

Address Line 4:	Boston, MASSACHUSETTS 02110
ATTORNEY DOCKET NUMBER:	2010272-0034
NAME OF SUBMITTER:	Sara M. Bauer
SIGNATURE:	/sara bauer/
DATE SIGNED:	03/18/2022
Total Attachments: 5 source=Bloom - Trademark Security Agreement (Executed)#page1.tif source=Bloom - Trademark Security Agreement (Executed)#page2.tif source=Bloom - Trademark Security Agreement (Executed)#page3.tif source=Bloom - Trademark Security Agreement (Executed)#page4.tif source=Bloom - Trademark Security Agreement (Executed)#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Security Agreement”), dated as of March 16, 2022, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of AVANTE CAPITAL PARTNERS SBIC III, L.P. and AVANTE CAPITAL PARTNERS SBIC III-A, L.P. (together with their respective successors and permitted assigns, the “Avante Investors”), and each other holder of the Secured Obligations (Avante Investors and such other holders are hereinafter referred to collectively as the “Secured Parties” and each, individually, as a “Secured Party”).

WITNESSETH:

WHEREAS, pursuant to the Note Purchase and Revolving Credit Agreement, dated as of March 16, 2022 (as the same may be amended, restated, amended and restated, supplemented and/or modified from time to time, the “Note Purchase Agreement”), by and among PSYCH ASSOCIATES GROUP, LLC, a Delaware limited liability company (the “Company”), the Secured Parties and the other Purchasers from time to time party thereto, the Purchasers have agreed to purchase, in addition to certain other securities, the Initial Term Note, the Revolving Credit Note, the Delayed Draw Term Notes from the Company, in each case, upon the terms and subject to the conditions set forth therein;

WHEREAS, each Note Party has agreed, pursuant to that certain Security and Pledge Agreement, dated as of March 16, 2022, by and among the Company, the Secured Parties and the other Grantors from time to time party thereto (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Security and Pledge Agreement”), to guarantee the Obligations (as defined in the Note Purchase Agreement) of the Company; and

WHEREAS, pursuant to the Security and Pledge Agreement, each Grantor is required to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Purchasers to enter into the Note Purchase Agreement and to induce the Purchasers to purchase the Notes (as defined in the Note Purchase Agreement) thereunder, each Grantor hereby agrees for the benefit of each Secured Party:

1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security and Pledge Agreement, and if not defined therein, as defined in the Note Purchase Agreement.

2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby pledges to the Secured Parties, and grants to the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor, whether now owned or hereafter acquired (the “Trademark Collateral”):

- a. all of its Trademarks including, without limitation, those referred to on Schedule 1 hereto;
- b. the goodwill associated with such Trademarks;
- c. all renewals and extensions of the foregoing;
- d. all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present

and future infringement, misappropriation, dilution, violation or other impairment thereof; and

provided that, for clarity, the foregoing shall not include any “intent to use” Trademark applications for which a statement of use, or an amendment to allege use, has not been filed and accepted (but only until such statement or amendment is filed and accepted.)

3. Security and Pledge Agreement. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Secured Parties pursuant to the Security and Pledge Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of each Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security and Pledge Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Security Agreement and the Security and Pledge Agreement, the Security and Pledge Agreement shall control.

4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.


5. Counterparts. This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Receipt by telecopy or electronic mail of any executed signature page to this Security Agreement shall constitute effective delivery of such signature page. This Security Agreement to the extent signed and delivered by means of a facsimile machine or electronic mail (including “.pdf” files) shall be treated in all manner and respects and for all purposes as an original agreement or amendment and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or electronic mail (including “.pdf” files) to deliver a signature or the fact that any signature or agreement or amendment was transmitted or communicated through the use of a facsimile machine or electronic mail (including “.pdf” files) as a defense to the formation or enforceability of a contract and each such party forever waives any such defense.

6. Governing Law. THIS SECURITY AGREEMENT SHALL BE GOVERNED BY AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS (OTHER THAN SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

[Signature Pages Follow]

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

PSYCH ASSOCIATES GROUP, LLC,
as Grantor

By: 
Name: Lorraine Riche
Title: President

[Signature Page to Trademark Security Agreement]

AVANTE CAPITAL PARTNERS SBIC III, L.P.

By: Avante Capital Partners SBIC GP III, LLC, its general partner

By: 

Name: Ivelisse Rodriguez Simon

Title: Authorized Signatory

AVANTE CAPITAL PARTNERS SBIC III-A, L.P.

By: Avante Capital Partners SBIC GP III, LLC, its general partner

By: 

Name: Ivelisse Rodriguez Simon

Title: Authorized Signatory

[Signature Page to Trademark Security Agreement]