

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM807428

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ACES 2020, LLC		05/02/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	CAPITAL ONE, NATIONAL ASSOCIATION, AS ADMINISTRATIVE AGENT		
Street Address:	2 Bethesda Metro Center, Suite 600		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	5321337	ACES	
Registration Number:	4631105	A	
Registration Number:	5607668	ACES	
Registration Number:	6093840	ELEVATING AUTISM	
Registration Number:	6116068	ELEVATE AUTISM	
Registration Number:	6116069	ELEVATING ABA	
Registration Number:	6521338	ELEVATE	
Registration Number:	6548177	ELEVATE ABA	
Registration Number:	7001170	THE 8TH DIMENSION OF ABA	
Registration Number:	6937865	BEHAVIORAL ARTIST	
Registration Number:	6937866	BEHAVIORAL ARTISTRY	
CORRESPONDENCE DATA			
Fax Number:	4044435599		
<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:	4044435604		
Email:	lroberts@mcguirewoods.com		
Correspondent Name:	Lorna M. Roberts, Paralegal		
Address Line 1:	McGuireWoods LLP		

OP \$290.00 5321337

Address Line 2: 1230 Peachtree Street
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 2060236-0208

NAME OF SUBMITTER: Lorna M. Roberts

SIGNATURE: //Lorna M. Roberts//

DATE SIGNED: 05/02/2023

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 2, 2023, between ACES 2020, LLC, a Delaware limited liability company (“**Grantor**”), and Capital One, National Association, as administrative agent and collateral agent for the Secured Parties (in such capacity, the “**Administrative Agent**”).

RECITALS

- (A) Grantor, the financial institutions party thereto as lenders (each individually referred to as a “**Lender**” and collectively as “**Lenders**”), the Administrative Agent and the other parties thereto are parties to a Credit Agreement dated as of May 2, 2023 (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the “**Credit Agreement**”).
- (B) Grantor is party to a Pledge and Security Agreement, dated as of May 2, 2023 in favor of the Administrative Agent (as it may from time to time be amended, restated, supplemented or otherwise modified in accordance with its terms, the “**Pledge and Security Agreement**”), pursuant to which the Grantor is required to execute and deliver this Agreement.
- (C) In consideration of the conditions and agreements set forth in the Credit Agreement, the Pledge and Security Agreement and this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

SECTION 1 Defined Terms

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2 Grant of Security Interest in Intellectual Property Collateral

As security for the prompt and complete payment and performance in full when due (whether at stated maturity, by required prepayment, declaration, acceleration or otherwise, including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code) of all Obligations (as defined in the Credit Agreement) other than, in respect of Grantor, Excluded Assets of Grantor, Grantor hereby pledges and grants to the Administrative Agent, for its benefit and for the benefit of the Secured Parties, a continuing security interest in and Lien on all of its right, title and interest in, to and under all Intellectual Property Collateral (as defined below), whether now owned or hereafter acquired or existing and wherever located.

“**Intellectual Property Collateral**” means Grantor’s right, title and interest in, to and under all of the following property (other than any Excluded Assets):

- (a) all Trademarks owned by Grantor, including those referred to on Schedule I hereto;
- (b) all goodwill of the business connected with the use of, and symbolized by, each Trademark owned by Grantor; and
- (c) all Proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or, if applicable, dilution of any Trademark, or injury to the goodwill associated with any Trademark.

SECTION 3 Certain Exclusions

Notwithstanding anything herein to the contrary, in no event will the Intellectual Property Collateral include and Grantor will not be deemed to have granted a Security Interest in any of its right, title or interest in any Excluded Assets, including any “intent-to-use” applications for trademark or service mark registrations filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. §1051, unless and until an Amendment to Allege Use or a Statement of Use under Section 1(c) or 1(d) of the Lanham Act has been filed, to the extent, if any, that any assignment of an “intent-to-use” application prior to such filing would violate the Lanham Act.

SECTION 4 Pledge and Security Agreement

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Pledge and Security Agreement, and Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest granted by them in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement. To the extent applicable for purposes of this Agreement, the terms and provisions of the Pledge and Security Agreement are incorporated by reference herein. To the extent there is any conflict or inconsistency between the terms of this Agreement and the Pledge and Security Agreement, the Pledge and Security Agreement shall control.

SECTION 5 Governing Law

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER ARE GOVERNED BY, AND WILL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK (INCLUDING SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK), WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES TO THE EXTENT THEY WOULD REQUIRE THE APPLICATION OF THE LAWS OF A DIFFERENT JURISDICTION.

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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed and delivered by their respective officers or representatives thereunto duly authorized as of the date first written above.

ACES 2020, LLC,

as Grantor

By: _____



Name: Lisa Dawe

Title: Chief Executive Officer:

ACCEPTED AND AGREED:

CAPITAL ONE, NATIONAL ASSOCIATION,
as Administrative Agent

By: *Brian Pender*

Name: Brian Pender

Title: Authorized Signatory

SCHEDULE I TO THE TRADEMARK SECURITY AGREEMENT

U.S. Trademarks

Grantor	Mark	Reg. No. or Appln. No.	Date
ACES 2020, LLC	ACES	5321337	10/31/2017
ACES 2020, LLC	ACES (design)	4631105	11/4/2014
ACES 2020, LLC	ACES (design)	5607668	11/13/2018
ACES 2020, LLC	Elevating Autism	6093840	7/7/2020
ACES 2020, LLC	Elevate Autism	6116068	8/4/2020
ACES 2020, LLC	Elevating ABA	6116069	8/4/2020
ACES 2020, LLC	ELEVATE	6521338	10/12/2021
ACES 2020, LLC	Elevate ABA	6548177	11/2/2021
ACES 2020, LLC	The 8 th dimension of ABA	7001170	3/14/2023
ACES 2020, LLC	BEHAVIORAL ARTIST	6937865	12/27/2022
ACES 2020, LLC	BEHAVIORAL ARTISTRY	6937866	12/27/2022