

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM792757

| | | | |
|---|-------------------------------------|---|---------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Alternative Behavior Strategies, LLC | | 09/17/2020 | Limited Liability Company: UTAH |
| RECEIVING PARTY DATA | | | |
| Name: | Comerica Bank | | |
| Street Address: | 39200 Six Mile Rd. | | |
| City: | Livonia | | |
| State/Country: | MICHIGAN | | |
| Postal Code: | 48152 | | |
| Entity Type: | National Banking Association: TEXAS | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 97525538 | AUTISM WEEKLY PODCAST | |
| Serial Number: | 97509582 | ABS KIDS REACHING MILESTONES. REALIZING | |
| 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: | 7867443590 | | |
| Email: | schang@vplawgroup.com | | |
| Correspondent Name: | Sophia Chang | | |
| Address Line 1: | 9755 NW 52ND ST, APT 213 | | |
| Address Line 4: | DORAL, FLORIDA 33178 | | |
| NAME OF SUBMITTER: | Sophia Chang | | |
| SIGNATURE: | /SophiaChang/ | | |
| DATE SIGNED: | 03/08/2023 | | |
| Total Attachments: 6 | | | |
| source=Comerica_ABS_Updated IPSA_9-17-20 (Alternative Behavior Strategies, LLC---as filed 3-8-23)#page1.tif | | | |
| source=Comerica_ABS_Updated IPSA_9-17-20 (Alternative Behavior Strategies, LLC---as filed 3-8-23)#page2.tif | | | |
| source=Comerica_ABS_Updated IPSA_9-17-20 (Alternative Behavior Strategies, LLC---as filed 3-8-23)#page3.tif | | | |
| source=Comerica_ABS_Updated IPSA_9-17-20 (Alternative Behavior Strategies, LLC---as filed 3-8-23)#page4.tif | | | |

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of September 17, 2020, by and between COMERICA BANK ("Bank") and ALTERNATIVE BEHAVIOR STRATEGIES, LLC, a Utah limited liability company ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank, Grantor and other borrowers named therein dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement).

B. Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

C. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Bank and Grantor, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, 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 Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

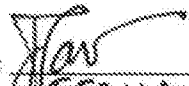
GRANTOR:

Address of Grantor:

515 South 700 East, Suite 2A
Midvale, UT 84102

Attn:

ALTERNATIVE BEHAVIOR STRATEGIES, LLC

By: 
Name: FERNANDO SARRIA
Title: CEO

BANK:

COMERICA BANK

Address of Bank:

Comerica Bank
M/C 7578
39200 Six Mile Rd.
Livonia, MI 48152
Attn: National Documentation Services

By: _____
Name: _____
Title: _____

With a copy to:

Comerica Bank
10500 NE 8th Street, Suite 1905
Bellevue, WA 98004
Attn: Walter Weston
FAX: (425) 452-2510

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

515 South 700 East, Suite 2A
Midvale, UT 84102

Attn: _____

ALTERNATIVE BEHAVIOR STRATEGIES, LLC

By: _____

Name: _____

Title: _____

BANK:

Address of Bank:

Comerica Bank
M/C 7578
39200 Six Mile Rd.
Livonia, MI 48152
Attn: National Documentation Services

COMERICA BANK

By:  _____

Name: *Pessica Grant* _____

Title: *Vice President* _____

With a copy to:

Comerica Bank
10500 NE 8th Street, Suite 1905
Bellevue, WA 98004
Attn: Walter Weston
FAX: (425) 452-2510

EXHIBIT A

Copyrights

| <u>Description</u> | <u>Registration Number</u> | <u>Registration Date</u> |
|--------------------|--------------------------------|------------------------------|
| NONE | | |

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

NONE

EXHIBIT C

Trademarks

| <u>Description</u> | <u>Registration/ Application Number</u> | <u>Registration/ Application Date</u> |
|---|---|---|
| ABS KIDS | 90706758 | 05/12/2021 |
| ABS KIDS | 90492337 | 01/27/2021 |
| ALTERNATIVE BEHAVIOR STRATEGIES | 90127435 | 08/20/2020 |
| ABS FAMILY | 90222561 | 09/30/2020 |
| ABS AUTISM BEHAVIOR STRATEGIES | 90152248 | 09/01/2020 |
| ABS | 90151774 | 09/01/2020 |
| AUTISM BEHAVIOR STRATEGIES | 90144798 | 08/28/2020 |
| ABS | 90127459 | 08/20/2020 |
| AUTISM WEEKLY PODCAST | 97525538 | 07/29/2022 |
| ABS KIDS REACHING MILESTONES. REALIZING POTENTIAL. | 97509582 | 07/19/2022 |