

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	05/11/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Sierra Tucson, L.L.C.		05/11/2005	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	CRC Merger Acquisition Corp.
Doing Business As:	DBA SIERRA TUCSON, INC.
Street Address:	105 N. BASCOM AVENUE, SECOND FLOOR
City:	SAN JOSE
State/Country:	CALIFORNIA
Postal Code:	95128
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1743704	SIERRA TUCSON
Registration Number:	1615205	SIERRA TUCSON
Registration Number:	1619106	SIERRA TUCSON
Registration Number:	1617190	SIERRA TUCSON
Registration Number:	1712460	QUALITY OF LIFE WORKSHOP
Registration Number:	1716808	SIERRA MODEL

CORRESPONDENCE DATA

Fax Number: (212)735-8708
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-735-8764
 Email: jlevy@morrisoncohen.com
 Correspondent Name: Jack Levy

CH \$165.00 1743704

Address Line 1: 909 Third Ave.
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:	Jack Levy
Signature:	/Jack Levy/
Date:	06/08/2005

Total Attachments: 3
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**ASSIGNMENT
OF
TRADEMARKS**

This Assignment of Trademarks (this "*Assignment*") is executed as of May 11, 2005, by **SIERRA TUCSON, L.L.C.**, a Delaware limited liability company ("*Assignor*"), in favor of **CRC MERGER ACQUISITION CORP.**, a Delaware corporation ("*Assignee*"), pursuant to that certain Asset Purchase Agreement, dated as of March 28, 2005 (the "*Purchase Agreement*"), among Assignor, CRC Health Corporation ("*CRC Health*"), as purchaser, Assignor, as seller, ST Holdings LLC, a Delaware limited liability company and Triod LLC, a Delaware limited liability company. Capitalized terms used but not otherwise defined herein shall have the respective meanings assigned to them in the Purchase Agreement.

WHEREAS, pursuant to the Purchase Agreement, Assignor has agreed to sell, transfer, and assign to CRC Health all of Assignor's rights, title, and interest in, to, the Acquired Assets, including, without limitation, the trademarks and trademark applications (the "*Marks*") that are listed in Section 3(m) of Disclosure Schedule of the Purchase Agreement.

WHEREAS, pursuant to that certain Assignment of Asset Purchase Agreement, dated as of the date hereof, CRC Health assigned all of its rights under the Purchase Agreement to the Assignee;

NOW, THEREFORE, for the consideration described in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

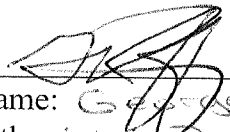
1. Incorporation. Exhibit A, which is attached to this Assignment, is incorporated by reference in this Assignment.
2. Marks. Assignor grants, assigns, sells and transfers to Assignee and its successors and assigns, all of Assignor's right, title, interest and ownership in, to, and under the Marks, together with the goodwill of the Business attributed to the Marks and all rights, privileges, claims, causes of action and options relating or pertaining to the Marks.
3. Authorizations. The Assignor authorizes and requests the Commissioner of Patents and Trademarks to record the Marks and the registrations therefor as the property of Assignee.
4. Attorney-in-fact. Assignor appoints each executive officer of Assignee as Assignor's duly authorized agent and attorney-in-fact, with full power of substitution, but without any out-of-pocket expense to Assignor, to execute, file, prosecute and protect the Marks before any government agency, court or authority. Assignor hereby waives all claims to moral or similar rights in, to, or under any of the Marks. Upon the request of Assignee and at Assignee's expense, Assignor shall execute and deliver to Assignee any additional assignments, documents

and other instruments as may be necessary or desirable to fully and completely assign to Assignee all the Marks and to assist Assignee in applying for, obtaining, prosecuting and enforcing the Marks in the United States and in any foreign country. If Assignee is unable for any reason whatsoever to obtain Assignor's signature or assistance, Assignor hereby irrevocably appoints Assignee, and each of its executive officers, as Assignor's duly authorized agent and attorney-in-fact, with full power of substitution, to sign, execute, and file in the name and behalf of Assignor any document required to apply for, obtain, prosecute and enforce the Marks in the United States and in any foreign country, including renewals, and to do all other lawful acts to further the issuance or prosecution of the Marks, all with the same legal force and effect as if done or executed by Assignor.

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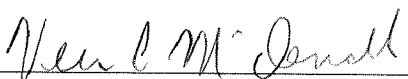
IN WITNESS WHEREOF, the undersigned has caused this Assignment of Trademarks to be executed as of the date first written above.

SIERRA TUCSON, L.L.C.

By 
Name: George Rull
Title: Vice President

STATE OF New York)
) ss:
COUNTY OF New York)

On this 9th day of April, 2005, before me personally appeared _____, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as [] of Sierra Tucson, L.L.C., who being by me duly sworn, did depose and say that s/he is the [] of Sierra Tucson, L.L.C., the limited liability company described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said limited liability company by order of its sole member; and that s/he acknowledged said instrument to be the free act and deed of said limited liability company.


Notary Public, State of _____
Notarial Stamp:

VERA A. MCDONALD
Notary Public, State of New York
No. 01MC6005148
Qualified in New York County
Commission Expires April 6, 2006

[Signature Page to Assignment of Trademarks]