

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

**08/11/2005
 900029968**

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the name of the receiving parties previously recorded on Reel 002496 Frame 0355. Assignor(s) hereby confirms the Contract of Sale for all assets was to one receiving party except for certain real estate.

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Bradford Group, Inc.		06/15/1998	CORPORATION: ALABAMA

RECEIVING PARTY DATA

Name:	Addiction & Mental Health Services, Inc.
Street Address:	2101 Magnolia Avenue South, Suite 518
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35205
Entity Type:	CORPORATION: ALABAMA

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1986977	BRADFORD HEALTH SERVICES
Registration Number:	2013305	BRADFORD

CORRESPONDENCE DATA

Fax Number: (202)906-8669
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202 906 8638
Email: dhuff@dykema.com
Correspondent Name: Donald N. Huff
Address Line 1: Dykema Gossett PLLC
Address Line 2: 1300 I Street, N.W., Suite 300 West
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Donald N. Huff
Signature:	/Donald N. Huff/

CH \$65.00 1986977

Date:

08/11/2005

Total Attachments: 2

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Additional receiving party:

BHS, L.L.C.
2101 Magnolia Avenue South, Suite 518
Birmingham, Alabama 35205

A limited liability company of Alabama

AUG 9 2005 11:11 AM

BRADFORD GOSSETT GROUP

11/11/05 11:11 AM

CONTRACT OF SALE

THIS CONTRACT is made at Birmingham, Alabama, as of June 15, 1998, by THE BRADFORD GROUP, INC., an Alabama corporation (hereinafter referred to as "Seller" and sometimes referred to as "BGI"), ADDICTION & MENTAL HEALTH SERVICES, INC., an Alabama corporation (hereinafter referred to as "AMES") and BHS, L.L.C., an Alabama limited liability company (hereinafter referred to as "BHS"). Addiction & Mental Health Services, Inc. and BHS, L.L.C. are sometimes referred to herein collectively as "Purchaser".

RECITAL

Purchaser desires to purchase and receive from Seller, and Seller desires to sell and assign to Purchaser, substantially all of the assets (subject to certain exclusions hereinafter noted) owned, used, or employed by Seller related to Seller's alcohol, chemical dependency, mental health, outpatient, contract management and outreach operations (collectively, the "Business") and Purchaser has agreed to assume certain of Seller's liabilities.

THEREFORE, in consideration of the mutual promises and conditions contained in this Contract, the parties agree as follows:

1. **Sale of Assets.** The sale of the Business and assets of the Seller to be sold hereunder, and the acquisition thereof by the Purchaser, shall be effective as of 12:01 a.m. on April 1, 1998 (the "Effective Date"), subject to the respective representations, warranties and agreements of the parties and conditions contained herein. Additionally, Purchaser agrees to assume certain of Seller's liabilities as hereinafter identified. The Huntsville Real Estate (as hereinafter defined) and the Oak Mountain Real Estate (as hereinafter defined) shall be purchased by BHS. All other assets shall be purchased by AMHS. The Closing shall be held on June 15, 1998 (the "Closing Date") or on such other date agreed upon by the parties hereto.

2. **Real Estate Purchase Price.** (a) The total purchase price for the real estate located in Huntsville, Alabama, and more particularly described on Exhibit A attached hereto and incorporated herein by reference, together with the improvements located thereon (the "Huntsville Real Estate") shall be \$1.5 million and the total purchase price for the real estate located in Shelby County, Alabama, and more particularly described on Exhibit B attached hereto and incorporated herein by reference, together with the improvements located thereon (the "Oak Mountain Real Estate") (the "Huntsville Real Estate" and the "Oak Mountain Real Estate" are together sometimes hereinafter referred to as the "Real Estate") shall be \$1.5 million, in each case subject to closing adjustments customary for commercial real estate transactions of this nature in the State of Alabama. Adjustments made with respect to the Real Estate and the Parkside Facility (as hereinafter defined) shall not be made in computing the Closing Balance Sheet. At the Closing, the following items shall be adjusted and prorated between Seller and BHS on a per diem basis as of 12:01 A.M. on the Effective Date: Real estate, ad valorem and personal property taxes, and other state, county and municipal taxes, charges and assessments (special or otherwise) which may be paid in installments shall be prorated on the basis of the tax year for which the same are levied, imposed or assessed. Seller shall pay regular installments of special assessments that have become

TRADEMARK

REEL: 003177 FRAME: 0476

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be
executed as of this 15th day of June, 1998.

PURCHASER:

**ADDICTION & MENTAL HEALTH
SERVICES, INC.**

By: *James W. Cronin*
Its: *J. Cronin*
President

BHS, L.L.C.

By: *James W. Cronin*
Its: *J. Cronin*
Member

SELLER:

THE BRADFORD GROUP, INC.

By: *James W. Cronin*
Its: *James W. Cronin*
Chairman

11702



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Electronic Trademark Assignment System

Confirmation Receipt

Your assignment has been received by the USPTO.
The coversheet of the assignment is displayed below:

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

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NAME OF SUBMITTER:	Donald N. Huff
Signature:	/Donald N. Huff/
Date:	08/11/2005

Total Attachments: 2
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RECEIPT INFORMATION

ETAS ID: TM35664
Receipt Date: 08/11/2005
Fee Amount: \$65

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R E C I T A L

Purchaser desires to purchase and receive from Seller, and Seller desires to sell and assign to Purchaser, substantially all of the assets (subject to certain exclusions hereinafter noted) owned, used, or employed by Seller related to Seller's alcohol, chemical dependency, mental health, outpatient, contract management and outreach operations (collectively, the "Business") and Purchaser has agreed to assume certain of Seller's liabilities.

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IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of this 15th day of June, 1998.

PURCHASER:

ADDICTION & MENTAL HEALTH SERVICES, INC.

By: *[Signature]*
Its: President

SELLER:

THE BRADFORD GROUP, INC.

By: *[Signature]*
Its: *[Signature]*

BHS, L.L.C.

By: *[Signature]*
Its: Member

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