

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Youth and Family Centered Services, Inc.		07/19/2006	CORPORATION: GEORGIA
Pediatric Specialty Care, Inc.		07/19/2006	CORPORATION: ARKANSAS
RECEIVING PARTY DATA			
Name:	UBS AG, STAMFORD BRANCH, as collateral agent		
Street Address:	677 Washington Boulevard		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Banking Corporation:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2269814	YFCS YOUTH & FAMILY CENTERED SERVICES	
Serial Number:	78638801	ASCENT SUCCESS IS WITHIN REACH	
Serial Number:	78638756	ASCENT	
CORRESPONDENCE DATA			
Fax Number:	(800)822-8823		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2027216405		
Email:	christine.wilson@thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1133 Avenue of the Americas		
Address Line 2:	Suite 3100		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Christine Wilson		

CH \$90.00 2269814

900053706

TRADEMARK
REEL: 003351 FRAME: 0900

Signature:

/CHRISTINE WILSON/

Date:

07/20/2006

Total Attachments: 6

source=TM Security Agreement jul 20#page3.tif

source=TM Security Agreement jul 20#page4.tif

source=TM Security Agreement jul 20#page5.tif

source=TM Security Agreement jul 20#page6.tif

source=TM Security Agreement jul 20#page7.tif

source=TM Security Agreement jul 20#page8.tif

Trademark Security Agreement

Trademark Security Agreement, dated as of July 19, 2006, by YOUTH AND FAMILY CENTERED SERVICES, INC. and PEDIATRIC SPECIALTY CARE, INC. (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the

Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.


SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

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

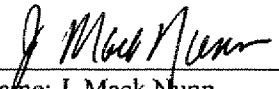
Very truly yours,

YOUTH AND FAMILY CENTERED SERVICES,
INC.

By: 
Name: J. Mack Nunn
Title: Chief Financial Officer

[Trademark Security Agreement]

PEDIATRIC SPECIALTY CARE, INC.

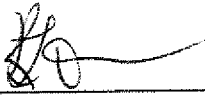
By: 
Name: J. Mack Nunn
Title: Secretary

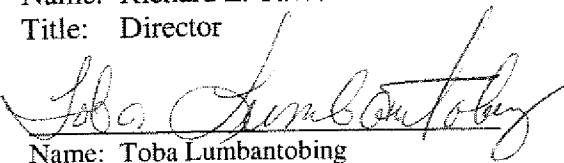
[Trademark Security Agreement]

TRADEMARK
REEL: 003351 FRAME: 0905

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name: Richard L. Tavrow
Title: Director

By: 
Name: Toba Lumbantobing
Title: Associate Director

[Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Youth and Family Centered Services, Inc.	2,269,814	Youth & Family Centered Ser- vices and graphic

Trademark Applications:

OWNER	REGISTRATION NUMBER	TRADEMARK
Pediatric Specialty Care, Inc.	78/638,801	ASCENT SUC- CESS IS WITHIN REACH and de- sign
Pediatric Specialty Care, Inc.	78/638,756	ASCENT