

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

Intellectual Property Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MW Acquisition Corporation		12/22/2006	CORPORATION: DELAWARE
The Meadows of Wickenburg, Inc.		12/22/2006	CORPORATION: DELAWARE
Wickenburg Property Investments, L.L.C.		12/22/2006	LIMITED LIABILITY COMPANY: ARIZONA
Meadows Outreach Services, Inc.		12/22/2006	CORPORATION: ARIZONA

RECEIVING PARTY DATA

Name:	American Capital Financial Services, Inc.
Street Address:	2 Bethesda Metro Center
Internal Address:	14th Floor
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2013513	THE MEADOWS
Registration Number:	2212272	THE MEADOWS
Registration Number:	2548583	INSTITUTE FOR TRAUMA AND ADDICTIVE DISORDERS
Registration Number:	2549218	ITAD
Registration Number:	2597681	MEADOWS INSTITUTE
Registration Number:	2597682	MEADOWS INSTITUTE
Registration Number:	2617515	SAGETIMES
Registration Number:	2617516	SAGETIMES
Registration Number:	2679966	THE MEADOWS INSTITUTE
Registration Number:	2688055	THE MEADOWS INSTITUTE

TRADEMARK

REEL: 003449 FRAME: 0724

900065388

OP \$290.00 2013513

Registration Number:	2981057	THE MEADOWS MELLODY HOUSE
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CORRESPONDENCE DATA

Fax Number: (214)758-1550

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 214-758-6631

Email: cbelair@pattonboggs.com

Correspondent Name: V. Craig Belair

Address Line 1: 2001 Ross Avenue

Address Line 2: Suite 3000

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	024392.0102
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NAME OF SUBMITTER:	V. Craig Belair
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Signature:	/V. Craig Belair/
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Date:	12/22/2006
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Total Attachments: 16

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, this "IP Security Agreement") is made and effective as of December 22, 2006, by and among MW ACQUISITION CORPORATION, a Delaware corporation ("Parent"), THE MEADOWS OF WICKENBURG, INC., a Delaware corporation ("Meadows"), WICKENBURG PROPERTY INVESTMENTS, L.L.C., an Arizona limited liability company ("WPI," and MEADOWS OUTREACH SERVICES, INC., an Arizona corporation ("MOS," and together with Parent, Meadows and WPI, each a "Grantor" and collectively the "Grantors"), in favor of AMERICAN CAPITAL FINANCIAL SERVICES, INC., a Delaware corporation, as agent for the Lenders (as defined in the Credit Agreement (as defined below)) (in such capacity, the "Agent"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement.

RECITALS

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof, by and among the Grantors, the Agent and certain Lenders (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have agreed, subject to the terms and conditions set forth therein, to provide a revolving line of credit and senior secured term loans (collectively, the "Loans") in connection with, among other things, the recapitalization of Parent and refinancing of certain Existing Indebtedness;

WHEREAS, the Grantors will derive substantial direct and indirect benefits from the Loans and other financial accommodations provided by the Lenders under the Credit Agreement; and

WHEREAS, it is a condition precedent to the obligation of the Agent, that the Grantors execute and perform under the Credit Agreement that the Grantors shall have executed and delivered this IP Security Agreement to the Agent, for the ratable benefit of the Lenders;

NOW, THEREFORE, in consideration of the willingness of the Agent, the Lenders and the Grantors to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to extend credit to the Grantors pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

AGREEMENT

1. Grant of Security Interest. To secure the Grantors' prompt, punctual and faithful payment of the Loans and the performance of all and each of the Grantors' obligations under the Credit Agreement, each Grantor hereby grants to the Agent, for the ratable benefit of the Lenders, a continuing security interest in all of the right, title and interest of such Grantors in and to any and all of the following collateral, whether now owned or hereafter acquired, but

excluding any intellectual property rights licensed pursuant to any license agreements that prohibit the granting of a Lien in such rights (the "IP Collateral");

(a) The U.S. and foreign patents and patent applications set forth on Schedule A attached hereto (collectively, the "Patents");

(b) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule B attached hereto and all goodwill associated with the foregoing (collectively, the "Trademarks");

(c) The domain names and registrations set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names");

(d) The U.S., state and foreign copyrights, associated copyright registrations and applications for copyright registration, and copyright licenses set forth on Schedule D attached hereto (collectively, the "Copyrights");

(e) Any and all claims and causes of action for past, present or future infringement of any of the IP Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the IP Collateral;

(f) Any and all licenses or rights granted under any of the IP Collateral, and all license fees and royalties arising from such licenses or rights;

(g) Any and all divisions, continuations, amendments, renewals, extensions, reissuances and replacements of any of the items listed in clauses (a) through (e) of this paragraph; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Each Grantor authorizes and requests that the Commissioner of Patents and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Agent and the Lenders in the IP Collateral.

3. Assignment. Upon the request of the Agent after the occurrence and during the continuance of an Event of Default, each Grantor shall execute and deliver to the Agent an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to the Agent, for the ratable benefit of the Lenders.

4. Power of Attorney. Each Grantor hereby irrevocably grants to the Agent, for the ratable benefit of the Lenders, a power of attorney, to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of such Grantor, from time to time in the Agent's discretion, to take any action and to execute any instrument that the Agent may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of the Agent and the Lenders and without first obtaining such Grantor's approval thereof or signature thereto) Schedule A, Schedule B, Schedule C and/or Schedule D hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by such Grantor after the execution hereof or to delete any reference to any IP Collateral in which such Grantor no longer has or claims any right, title or interest;

(b) To execute, file and pursue (in the sole discretion of the Agent and the Lenders and without first obtaining such Grantor's approval thereof or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Agent's interest or such Grantor's rights in the IP Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise;

(c) To execute any document required to acknowledge, register or perfect the interest of the Agent and the Lenders in any part of the IP Collateral without the signature of such Grantor unless prohibited by applicable law; and

(d) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse the respective Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Agent in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as the Agent deems in its discretion to be in the best interest of the Agent, (iii) grant or issue any exclusive or non-exclusive license under the IP Collateral to anyone or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral to anyone.

The foregoing power of attorney is coupled with an interest and is irrevocable until the Grantors' obligations under the Credit Agreement (the "Obligations") (other than indemnity obligations under the Transaction Documents that are not then due and payable or for which events or claims that would give rise thereto are not then pending) secured hereby have been unconditionally and indefeasibly paid or performed in full and the Credit Agreement has been terminated.

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to each of the Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations (other than indemnity obligations under the Transaction Documents that are not then due and payable or for which events or claims that would give rise thereto are not then pending) secured hereby (unconditionally and indefeasibly) and (b) the termination of the Credit Agreement. Upon any such termination, the Agent (at the Grantors' request and sole expense) will promptly execute and deliver to the Grantors (with such customary representations and warranties from a secured lender releasing its lien as the Grantors may reasonably request) such

documents as the Grantors may reasonably request and as are provided to the Agent to evidence such termination.

6. Newly Registered Patents and Trademarks. Each Grantor hereby agrees to provide the Agent, for the ratable benefit of the Lenders, every fiscal quarter of the Grantors concurrent with the delivery of such Grantors' compliance certificate under Section 7.1(e)(iii) of the Credit Agreement, a schedule of newly registered Patents and Trademarks (if any).

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Agent, for the ratable benefit of the Lenders, under the Credit Agreement. The rights and remedies of the Grantors and the Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Credit Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Credit Agreement or the other Transaction Documents, the provisions of the Credit Agreement or the other Transaction Documents shall govern.

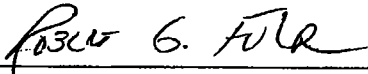
(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

[Remainder of Page Intentionally Blank; Signature Page Follows]

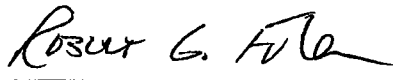
IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTORS:

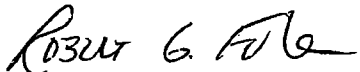
MW ACQUISITION CORPORATION,
a Delaware corporation

By: 
Robert G. Fulton
President

THE MEADOWS OF WICKENBURG, INC.,
a Delaware corporation

By: 
Robert G. Fulton
President

WICKENBURG PROPERTY INVESTMENTS,
L.L.C., an Arizona limited liability company

By: 
Robert G. Fulton
Manager

By: _____
Brian Lamb
Manager

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTORS:

MW ACQUISITION CORPORATION,
a Delaware corporation

By: _____
Robert G. Fulton
President

THE MEADOWS OF WICKENBURG, INC.,
a Delaware corporation

By: _____
Robert G. Fulton
President

**WICKENBURG PROPERTY INVESTMENTS,
L.L.C.,** an Arizona limited liability company

By: _____
Robert G. Fulton
Manager


By:  _____
Brian Lamb
Manager

MEADOWS OUTREACH SERVICES, INC.,
an Arizona corporation

By: Robert G. Fulton
Robert G. Fulton
President

AGENT:

**AMERICAN CAPITAL FINANCIAL
SERVICES, INC.**

By: 
Bowen S. Diehl
Vice President

ACKNOWLEDGMENT

STATE OF Arizona §
COUNTY OF Maricopa §

Before me, the undersigned, a Notary Public, on this 19th day of December, 2006, personally appeared Robert G. Fulton, to me known personally, who, being by me duly sworn, did say that he is the Manager of Wickenburg Property Investments, L.L.C., and is the President of each of The Meadows of Wickenburg, Inc., MW Acquisition Corporation and Meadows Outreach Services, Inc., each a Grantor, and that said Intellectual Property Security Agreement was signed on behalf of each Grantor, by authority of its board of directors and the said Manager and President, respectively, acknowledged said instrument to be his free act and deed.



Susan M. Roberts
Notary Public
My Commission Expires: Jan. 16, 2008

ACKNOWLEDGMENT

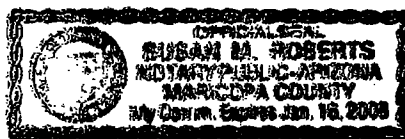
STATE OF Arizona §
COUNTY OF Maricopa §

Before me, the undersigned, a Notary Public, on this 19th day of December, 2006, personally appeared Brian Lamb, to me known personally, who, being by me duly sworn, did say that he is the Manager of Wickenburg Property Investments, L.L.C., as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grantor, and the said Manager acknowledged said instrument to be his free act and deed.

Susan M. Roberts

Notary Public

My Commission Expires: Jan-16, 2008



SCHEDULE A

PATENT COLLATERAL

Registered Patents

None.

Pending Patent Applications

SCHEDULE B**TRADEMARK COLLATERAL****Registered Trademarks**

Company/Subsidiary	Trademark Description	Application/ Registration Number	Country of Registration
The Meadows of Wickenburg, Inc.	"The Meadows"	2,013,513	U.S.A.
	"The Meadows" & Design (Cactus/Sunset)	2,212,272	U.S.A.
	"Institute for Trauma and Addictive Disorders"	2,548,583	U.S.A.
	"ITAD"	2,549,218	U.S.A.
	"Meadows Institute"	2,597,681	U.S.A.
	"Meadows Institute"	2,597,682	U.S.A.
	"Sagetimes"	2,617,515	U.S.A.
	"Sagetimes"	2,617,516	U.S.A.
	"The Meadows Institute" & Design (Cactus/Sunset)	2,679,966	U.S.A.
	"The Meadows Institute" & Design (Cactus/Sunset)	2,688,055	U.S.A.
	"The Meadows Melody House"	2,981,057	U.S.A.

Trademarks registered with the Arizona Secretary of State by The Meadows of Wickenburg, Inc., MW Acquisition Corporation, Inc., Wickenburg Property Investments, L.L.C., and Meadows Outreach Services, Inc.

Company/Subsidiary	Trademark Description	Application/ Registration Number	State of Registration
The Meadows of Wickenburg, Inc.	"The Meadows"	39935	Arizona
	"The Meadows"	44933	Arizona
	"Institute for Trauma and Addictive Disorders"	44948	Arizona
	"ITAD"	44980	Arizona
	"Meadows Institute"	44994	Arizona
	"Meadows Institute"	44993	Arizona
	"Meadows Institute"	44962	Arizona
	"Sagetimes"	44981	Arizona
	"Sagetimes"	44982	Arizona
	"Sagetimes"	44983	Arizona
MW Acquisition Corporation, Inc.			
Wickenburg Property Investments, L.L.C.			
Meadows Outreach Services, Inc.			

Pending Trademark Applications

None.

Trademark Licenses

None.

SCHEDULE C

DOMAIN NAMES

None.

SCHEDULE D

COPYRIGHT COLLATERAL

Company/Subsidiary	Registered Work	Registration Number
The Meadows of Wickenburg, Inc. MW Acquisition Corporation, Inc. Wickenburg Property Investments, L.L.C. Meadows Outreach Services, Inc.	"Patient Tracker Version 2.0"	TXu 991-014
	"Recovery Becomes Reality – Family Week Workbook"	TX 5-155-776