

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Horizon Health Corporation		05/31/2007	CORPORATION:
Horizon Mental Health Management, Inc.		05/31/2007	CORPORATION:
Mental Health Outcomes, Inc		05/31/2007	CORPORATION:
Horizon Behavioral Service, Inc		05/31/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	Bank of America, N.A.
Street Address:	231 South Lasalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60697
Entity Type:	National Association:

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2759745	PULMONARY PRIDE
Registration Number:	2730165	THE BRONTOSAURUS TRACK
Registration Number:	2780165	THE CENTROSAURUS TRACK
Registration Number:	2813537	T-REX
Registration Number:	2779840	AVENUES
Registration Number:	2574321	SECURE
Registration Number:	2460224	PSYCHSCOPE
Serial Number:	75663877	HORIZONCARE
Serial Number:	75745670	HORIZONLINE

CORRESPONDENCE DATA

CH \$240.00 2759745

Fax Number: (212)310-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: gaby.lapus@weil.com, phyllis.depaola@weil.com
Correspondent Name: Weil, Gotshal & Manges c/o Gaby Lopus
Address Line 1: 767 5th Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	35899.0224
NAME OF SUBMITTER:	Gaby Lopus
Signature:	/Gaby Lopus/
Date:	06/07/2007

Total Attachments: 6

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TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This TRADEMARK AND COPYRIGHT SECURITY AGREEMENT (this “*Trademark and Copyright Security Agreement*”), dated as of May 31, 2007, by each of the entities listed on the signature pages hereof or that becomes a party hereto pursuant to *Section 5(d) (Perfection of Security Interest)* of the Security Agreement referred to below (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of BANK OF AMERICA, N.A., as collateral agent for the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, the “*Collateral Agent*”).

Witnesseth:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of July 1, 2005 (as the same may be amended, amended and restated, supplemented or otherwise modified up to the date hereof, including Amendment No. 1 and Amendment No. 2 (each defined hereinafter), the “*Credit Agreement*”), by and among the Borrowers, the Lenders and L/C Issuer (in each case as defined therein) party thereto, CITICORP NORTH AMERICA, INC. (“*CNAI*”), as Term Loan Facility Administrative Agent and co-syndication agent for the Revolving Credit Facility and Term Loan Facility, Bank of America, as Revolving Credit Facility Administrative Agent, co-syndication agent for the Revolving Credit Facility and Term Loan Facility and the Collateral Agent, and MERRILL LYNCH CAPITAL CORPORATION (“*MLPF&S*”) and JPMORGAN CHASE BANK, N.A., as co-documentation agents for the Revolving Credit Facility and the Term Loan Facility, as amended by (i) that certain Amendment No. 1 to Psychiatric Solutions, Inc.’s Second Amended and Restated Credit Agreement, dated as of December 1, 2006 (“*Amendment No. 1*”), by and among PSYCHIATRIC SOLUTIONS, INC. (“*PSI*”), BHC HOLDINGS, INC. (“*BHC*”), PREMIER BEHAVIORAL SOLUTIONS, INC. (“*PBS*”), ALTERNATIVE BEHAVIORAL SERVICES, INC. (“*ABS*”), the Subsidiaries of PSI party thereto as guarantors, CNAI, Bank of America and the various other agents, lenders and parties thereto, and (ii) that certain Amendment No. 2 to Psychiatric Solutions Inc.’s Second Amended and Restated Credit Agreement, dated as of May 31, 2007 (“*Amendment No. 2*”), by and among PSI, BHC, PBS, ABS, HORIZON HEALTH CORPORATION, ABS LINGS PR, INC., FIRST HOSPITAL PANAMERICANO, INC., FHCHS OF PUERTO RICO, INC., FIRST CORRECTIONS – PUERTO-RICO, INC., Subsidiaries of PSI party thereto as guarantors, CNAI, Bank of America and the various other agents, lenders and parties thereto, the Lenders and L/C Issuer have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein; and

WHEREAS, all the Grantors are party to a Security Agreement dated as of July 1, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark and Copyright Security Agreement to the Collateral Agent;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Collateral Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuer to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with the Collateral Agent as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Credit Agreement or in the Security Agreement and used herein have the meaning given to them in the Credit Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Trademark and Copyright Collateral

Each Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Collateral Agent for the benefit of the Secured Parties, and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "*Trademark and Copyright Collateral*"):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License

and

(a) of its Copyrights and Copyright Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;

(b) all extensions of the foregoing; and

(c) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement of any Copyright or Copyright licensed under any Copyright License.

Section 3. Security Agreement

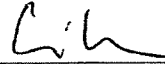
The security interest granted pursuant to this Trademark and Copyright Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark and Copyright Collateral 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 WITNESS WHEREOF, each Grantor has caused this Trademark and Copyright Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

Employee Assistance Services, Inc.
HHC Augusta, Inc.
HHC Berkeley, Inc.
HHC Conway Investment, Inc.
HHC Cooper City, Inc.
HHC Delaware, Inc.
HHC Focus Florida, Inc.
HHC Indiana, Inc.
HHC Kingwood Investment, LLC
HHC Oconee, Inc.
HHC Ohio, Inc.
HHC Poplar Springs, Inc.
HHC River Park, Inc.
HHC Services, LLC
HHC South Carolina, Inc.
HHC St. Simons, Inc.
HHC Toledo, Inc.
HMHM of Tennessee, Inc.
Horizon Behavioral Services, Inc.
Horizon Health Austin, Inc.
Horizon Health Corporation
Horizon Health Hospital Services, Inc.
Horizon Health Physical Rehabilitation Services,
Inc.
Horizon Mental Health Management, Inc.
Hughes Center, LLC
Kids Behavioral Health of Utah, Inc.
Kingwood Pines Hospital, LLC
Laurelwood Associates, Inc.
Mental Health Outcomes, Inc.
Palmetto Behavioral Health Solutions, LLC
PsychManagement Group, Inc.
SHC-KPH, LP
Springfield Hospital, Inc.

as Grantors

By: 
Name: Christopher L. Howard
Title: Vice President & Secretary

ACCEPTED AND AGREED
as of the date first above written:

BANK OF AMERICA, N.A.,
as Collateral Agent

By: H. Hope Walker
Name: H. Hope Walker
Title: V.P.

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003556 FRAME: 0794*

Schedule I
to
Trademark and Copyright Security Agreement

Trademarks

A. Federal Registrations

Horizon Health Corporation is the owner of the following Service Mark Registrations on the Principal Register of the U.S. Patent and Trademark Office:

Mark	Reg. No.	Reg. Date	Class
PULMONARY PRIDE®	U.S. Reg. No. 2,759,745	Sept. 2, 2003	Int. Class 44 – medical and physical rehab services;
THE BRONTOSAURUS TRACK®	U.S. Reg. No. 2,730,165	June 24, 2003	Int. Class 42 – medical and physical rehab services;
THE CENTROSAURUS TRACK®	U.S. Reg. No. 2,780,165	Nov. 4, 2003	Int. Class 42 – medical and physical rehab services;
T-REX®	U.S. Reg. No. 2,813,537	Feb. 10, 2004	Int. Class 42 – medical and physical rehab services;

Horizon Mental Health Management, Inc. is the owner of the following Service Mark Registrations on the Principal Register of the U.S. Patent and Trademark Office:

Mark	Reg. No.	Reg. Date	Class
AVENUES®	U.S. Reg. No. 2,779,840	Nov. 4, 2003	Int. Class 35, 36, 42 – marketing, financial, and clinical services
SECURE®	U.S. Reg. No. 2,574,321	May 28, 2002	Int. Class 41, 42 – Educational services for health care professionals, health care support assistance in restraint of aggressive patients

Horizon Mental Health Management, Inc. is the owner of the following State Service Mark Registration:

Mark	State	Reg. No.	Reg. Date	Class
HORIZON HEALTH BEHAVIORAL HEALTH SERVICES®	Nebraska	U.S. Reg. No. 10,064,019	Oct. 21, 2004	Int. Class 42 – miscellaneous services

Mental Health Outcomes, Inc. is the owner of the following Service Mark Registration on the Principal Register of the U.S. Patent and Trademark Office:

Mark	Reg. No.	Reg. Date	Class
PSYCHOSCOPE ®	U.S. Reg. No. 2,460,224	June 12, 2001	Int. Class 42 – on-line database used in psychiatric health care

B. Federal Applications

Horizon Behavioral Service, Inc. is the owner of the following service mark applications, currently pending before the United States Patent and Trademark Office:

Mark	Serial No.	Filing Date	Class	Status
“HORIZONCARE”	U.S. App. Ser. No. 75-663877	March 19, 1999	Int. Class 36 – providing behavioral benefits	Suspended, Aug. 2, 2001 pending previously filed applications in same or similar class that may preclude registration; all have either been suspended or have been abandoned.
“HORIZONLINE”	U.S. App. Ser. No. 75-745670	July 8, 1999	Int. Class 42 – information services for employee assistance	Suspended Oct. 23, 2001 pending previously filed applications in same or similar class that may preclude registration; all have either been suspended or have been abandoned.

C. Common Law Rights

Horizon Health Corporation claims common law trademark rights in, and goodwill related to, the following marks: (1) “HORIZONHEALTH.COM”, (2) “HORIZON HEALTH” and design.

Mental Health Outcomes, Inc. claims common law trademark rights in, and goodwill related to, the following marks: (1) “MENTAL HEALTH OUTCOMES”, (2) “PSYCHSTAT”, (3) “CQI+”.

The extent and enforceability of such rights are functions of many factors, including but not limited to the intrinsic characteristics of the marks, how they have been used in commerce, the length of