

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT																								
NATURE OF CONVEYANCE:	Joinder and First Amendment to Intellectual Property Security Agreement																								
CONVEYING PARTY DATA																									
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Registration Number:	2617516	SAGETIMES
Registration Number:	2679966	THE MEADOWS INSTITUTE
Registration Number:	2688055	THE MEADOWS INSTITUTE
Registration Number:	2981057	THE MEADOWS MELLODY HOUSE

CORRESPONDENCE DATA

Fax Number: (214)758-1550

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

Phone: 2147581500

Email: estafford@pattonboggs.com

Correspondent Name: Darren W. Collins

Address Line 1: 2001 Ross Avenue; Suite 3000

Address Line 2: Patton Boggs LLP

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	024392.0101
NAME OF SUBMITTER:	Darren W. Collins
Signature:	/Darren W. Collins/
Date:	07/02/2007

Total Attachments: 12

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**JOINDER AND FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY
AGREEMENT**

THIS JOINDER AND FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), is made and entered into effective as of June 15, 2007 (the "Effective Date"), by WICKENBURG PROPERTY TEXAS, INC., a Texas corporation ("New Grantor"), 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, collectively "Existing Grantor;" Existing Grantor and New Grantor are collectively referred to herein as "Grantor") in favor of AMERICAN CAPITAL FINANCIAL SERVICES, INC., as Agent for the Lenders party from time to time ("Agent") in respect of and pursuant to the terms of that certain Intellectual Property Security Agreement, dated as of December 22, 2006, (as amended, supplemented or modified from time to time, the "IP Security Agreement"). Capitalized terms used herein, but not expressly defined herein, shall have the meanings given to such terms in the IP Security Agreement.

RECITALS

A. WHEREAS, the New Grantor is a direct subsidiary of Parent and party to the Credit Agreement as of the Effective Date.

B. WHEREAS, the New Grantor agrees to become party to the IP Security Agreement as of the Effective Date pursuant to the terms and conditions hereof.

C. WHEREAS, Grantor desires to amend Schedule B and Schedule D to the IP Security Agreement as hereinafter set forth.

D. NOW, THEREFORE, in consideration of the premises herein, the parties to this Agreement hereby agree as follows:

1. The New Grantor hereby acknowledges that it has received and reviewed a copy of the IP Security Agreement and:

(a) joins and becomes party to the IP Security Agreement as a Grantor, as indicated by its signature below;

(b) agrees to be bound by all covenants, agreements and acknowledgments attributable to a Grantor in the IP Security Agreement, including, but not limited to, the Secured Obligations;

(c) agrees to perform all obligations and duties required of it by the IP Security Agreement; and

(d) grants to Agent, pursuant to the terms and provisions of the IP Security Agreement, a valid and enforceable security interest in and to all of its assets constituting IP Collateral (as defined therein), whether now owned or hereafter acquired, excluding any intellectual

property rights licensed pursuant to any license agreements that prohibit the granting of a Lien in such rights.

2. New Grantor hereby agrees to duly execute and/or deliver to Agent UCC financing statements, a secretary's certificate as to organization and incumbency, and any other documents, instruments, certificates or agreements as Agent may reasonably request to give effect to this Agreement.

3. The address and jurisdiction of organization of New Grantor is as follows:

Wickenburg Property Texas, Inc.,
a Texas corporation
16904 Osborn Road
Montgomery, Texas 77356

4. Each of the following schedules to the IP Security Agreement is hereby deleted in its entirety and replaced with the corresponding schedule attached to this Agreement:

- Schedule A Patent Collateral Schedule.
- Schedule B Trademark Collateral Schedule.
- Schedule D Copyright Collateral Schedule.

5. Except as specifically modified herein, the terms and provisions of the IP Security Agreement shall remain in full force and effect in accordance with its terms. Nothing contained herein shall (i) be construed as an express or implied consent for the breach of or deviation from or a waiver of, by the Agent, any covenant or provision of the IP Security Agreement, and the failure of the Agent at any time or times hereafter to require strict performance by Grantor of any provision thereof shall not waive, affect or diminish any right of the Agent or Lenders to thereafter demand strict compliance therewith, (ii) constitute a waiver of any future Default or Event of Default that may occur under the IP Security Agreement, Credit Agreement and the other Transaction Documents, or (iii) be construed or deemed to be a satisfaction, novation, cure, modification, amendment or release of the IP Security Agreement or any of the other Transaction Documents or any other documents, instruments and agreements executed and/or delivered in connection therewith. The Agent and the Lenders hereby reserve all rights and remedies granted under the IP Security Agreement, the other Transaction Documents, this Agreement and any other contract or instrument between Grantor and the Agent or the Lenders.

6. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO THE PRINCIPLES OF CONFLICTS OF LAWS THEREOF.

[remainder of page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, each of the undersigned has caused this Joinder and First Amendment to IP Security Agreement to be duly executed and delivered by its duly authorized officers on the date first set forth above.

NEW GRANTOR:

WICKENBURG PROPERTY TEXAS, INC.,
a Texas corporation

By: Robert G. Fulton
Name: Robert G. Fulton
Title: President

EXISTING GRANTORS:

MW ACQUISITION CORPORATION,
a Delaware corporation

By: Robert G. Fulton
Name: Robert G. Fulton
Title: President

THE MEADOWS OF WICKENBURG, INC.,
a Delaware corporation

By: Robert G. Fulton
Name: Robert G. Fulton
Title: President

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

By: Robert G. Fulton
Name: Robert G. Fulton
Title: Manager

By: RGL
Name: Brian Lamb
Title: Manager

MEADOWS OUTREACH SERVICES, INC.,
an Arizona corporation

By: Robert G. Fulton
Name: Robert G. Fulton
Title: President

IN WITNESS WHEREOF, each of the undersigned has caused this Joinder and First Amendment to IP Security Agreement to be duly executed and delivered by its duly authorized officers on the date first set forth above.

NEW GRANTOR:

WICKENBURG PROPERTY TEXAS, INC.,
a Texas corporation

By: _____
Name: Robert G. Fulton
Title: President

EXISTING GRANTORS:

MW ACQUISITION CORPORATION,
a Delaware corporation

By: _____
Name: Robert G. Fulton
Title: President

THE MEADOWS OF WICKENBURG, INC.,
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By: _____
Name: Robert G. Fulton
Title: President

**WICKENBURG PROPERTY INVESTMENTS,
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By: _____
Name: Robert G. Fulton
Title: Manager


By:  _____
Name: Brian Lamb
Title: Manager

MEADOWS OUTREACH SERVICES, INC.,
an Arizona corporation

By: _____
Name: Robert G. Fulton
Title: President

AGENT:

**AMERICAN CAPITAL FINANCIAL SERVICES,
INC.,** a Delaware corporation

By: 

Name: **Bowen Diehl**

Title: **Senior Vice President**

ACKNOWLEDGMENT

STATE OF Arizona §
COUNTY OF Maricopa §

Before me, the undersigned, a Notary Public, on this 11th day of June, 2007, 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, Meadows Outreach Services, Inc., and Wickenburg Property Texas, Inc., each a Grantor, and that said Joinder and First Amendment to 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 11th day of June, 2007, 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 Joinder and First Amendment to 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.

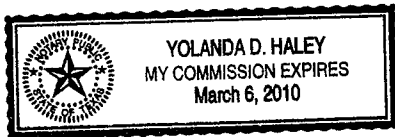


Susan M. Roberts
Notary Public
My Commission Expires: Jan. 16, 2008

ACKNOWLEDGMENT

STATE OF TEXAS §
COUNTY OF Dallas §

Before me, the undersigned, a Notary Public, on this 15th day of JUNE 2007, personally appeared Bowen Deihl, to me known personally, who, being by me duly sworn, did say that he is the Senior Vice President of American Capital Financial Services, Inc., as Agent, and that said Joinder and First Amendment to Intellectual Property Security Agreement was signed on behalf of said Agent, by authority of its board of directors, and the said Vice President acknowledged said instrument to be his free act and deed.



Yolanda D. Haley
Notary Public
My Commission Expires: 3/6/10

SCHEDULE A

PATENT COLLATERAL
Registered Patents

None.

Pending Patent Applications

None.

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 Mellody 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.	None.	N/A	N/A
Wickenburg Property Investments, L.L.C.	None.	N/A	N/A
Meadows Outreach Services, Inc.	None.	N/A	N/A
Wickenburg Property Texas, Inc.	None.	N/A	N/A

SCHEDULE C

COPYRIGHT COLLATERAL

Company/Subsidiary	Registered Work	Registration Number
The Meadows of Wickenburg, Inc.	"Patient Tracker Version 2.0"	TXu 991-014
	"Recovery Becomes Reality – Family Week Workbook"	TX 5-155-776
MW Acquisition Corporation, Inc.	None.	N/A
Wickenburg Property Investments, L.L.C.	None.	N/A
Meadows Outreach Services, Inc.	None.	N/A
Wickenburg Property Texas, Inc.	None.	N/A

[Schedule C to Meadows Joinder and First Amendment to IP Security Agreement (Credit Agreement)]

424126

RECORDED: 07/02/2007

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