

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
Sequel TSI Holdings, LLC		12/23/2009	LIMITED LIABILITY COMPANY: IOWA
RECEIVING PARTY DATA			
Name:	Fifth Third Bank		
Street Address:	424 Church Street		
Internal Address:	Suite 500		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37219		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2804864	THREE SPRINGS MIND BODY SPIRIT	
Registration Number:	2006243	THREE SPRINGS	
CORRESPONDENCE DATA			
Fax Number:	(615)742-0410		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	615-742-7760		
Email:	trademarks@bassberry.com		
Correspondent Name:	Robert L. Brewer		
Address Line 1:	150 3rd Avenue South		
Address Line 2:	Suite 2800		
Address Line 4:	Nashville, TENNESSEE 37201		
ATTORNEY DOCKET NUMBER:	102106-151		
NAME OF SUBMITTER:	Robert L. Brewer		

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**TRADEMARK
 REEL: 004131 FRAME: 0672**

Signature:	/Robert L. Brewer/
Date:	01/14/2010
Total Attachments: 5 source=FIFTH THIRD - SEQUEL TRADEMARK SECURITY AGREEMENT#page1.tif source=FIFTH THIRD - SEQUEL TRADEMARK SECURITY AGREEMENT#page2.tif source=FIFTH THIRD - SEQUEL TRADEMARK SECURITY AGREEMENT#page3.tif source=FIFTH THIRD - SEQUEL TRADEMARK SECURITY AGREEMENT#page4.tif source=FIFTH THIRD - SEQUEL TRADEMARK SECURITY AGREEMENT#page5.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (the "Agreement") is made and entered into this 23rd day of December 2009, between SEQUEL TSI HOLDINGS, LLC, an Iowa limited liability company (the "Grantor") and FIFTH THIRD BANK, an Ohio banking corporation ("Secured Party").

RECITALS:

A. Sequel Youth and Family Services, LLC, an Iowa limited liability company ("Borrower"), the Subsidiary Guarantors party thereto (including the Grantor) and Secured Party are parties to that certain Security and Pledge Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

B. Pursuant to terms of the Security Agreement, the Grantor is required to execute and deliver this Agreement to the Secured Party.

AGREEMENTS:

NOW, THEREFORE, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Security Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Secured Party a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) each trademark, trademark registration, trademark application, trademark license and all of the goodwill of the business connected with the use of, and symbolized thereby, including, without limitation, each trademark, trademark registration, trademark application and trademark license described on Schedule A hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or any trademark licensed under any material license or (ii) injury to the goodwill associated with any trademark or any trademark licensed under any material license.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Borrower or the Subsidiary Guarantors, or any of them, to the Secured Party,

whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Borrower or any Subsidiary Guarantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Secured Party pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Trademark 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.

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Grantor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantor's obligations under this Section 5, Grantor hereby authorizes Secured Party unilaterally to modify this Agreement by amending Schedule A to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule A shall in any way affect, invalidate or detract from Secured Party's continuing security interest in all Collateral, whether or not listed on Schedule A.

6. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and, all of which taken together shall constitute one and the same Agreement. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile signature were the original thereof.

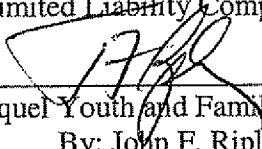
[signature page follows]

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

GRANTORS:

Sequel TSI Holdings, LLC,
an Iowa Limited Liability Company

By:

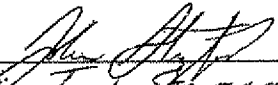


Sequel Youth and Family Services, LLC

By: John F. Ripley, Manager

ACCEPTED AND ACKNOWLEDGED BY:

FIFTH THIRD BANK, an Ohio banking corporation

By: 
Name: Jon Strickland
Title: Vice President

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Trademark	Owner	Registration Number	Registration Date
Three Springs Mind Body Spirit/ Design	Sequel TSI Holdings, LLC	2804864	1/13/2004
Three Springs	Sequel TSI Holdings, LLC	2006243	10/8/2006
Three Springs Thunder Mountain Residential Treatment Center	Sequel TSI Holdings, LLC	AZ 363341	2/3/2006
Three Springs Sierra Vista	Sequel TSI Holdings, LLC	AZ 394338	1/19/2007
Three Springs Mountain View	Sequel TSI Holdings, LLC	AZ 394322	1/19/2007

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