

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

| SUBMISSION TYPE: | NEW ASSIGNMENT | | | | | | | | | | | | |
|---|------------------------------------|-----------------------------------|-----------------------|----------------|-----------------------------------|-----------------------------------|----------------|-----------------------|--|--|------------|-----------------------|--|
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | | | | | | | | | | | |
| CONVEYING PARTY DATA | | | | | | | | | | | | | |
| <table border="1"><thead><tr><th>Name</th><th>Formerly</th><th>Execution Date</th><th>Entity Type</th></tr></thead><tbody><tr><td>Haven Behavioral Healthcare, Inc.</td><td></td><td>10/12/2010</td><td>CORPORATION: DELAWARE</td></tr><tr><td>Remuda Ranch Center for Anexoria and Bulimia, Inc.</td><td></td><td>10/12/2010</td><td>CORPORATION: DELAWARE</td></tr></tbody></table> | Name | Formerly | Execution Date | Entity Type | Haven Behavioral Healthcare, Inc. | | 10/12/2010 | CORPORATION: DELAWARE | Remuda Ranch Center for Anexoria and Bulimia, Inc. | | 10/12/2010 | CORPORATION: DELAWARE | |
| Name | Formerly | Execution Date | Entity Type | | | | | | | | | | |
| Haven Behavioral Healthcare, Inc. | | 10/12/2010 | CORPORATION: DELAWARE | | | | | | | | | | |
| Remuda Ranch Center for Anexoria and Bulimia, Inc. | | 10/12/2010 | CORPORATION: DELAWARE | | | | | | | | | | |
| RECEIVING PARTY DATA | | | | | | | | | | | | | |
| Name: | Regions Bank | | | | | | | | | | | | |
| Street Address: | 315 Deaderick Street, Second Floor | | | | | | | | | | | | |
| City: | Nashville | | | | | | | | | | | | |
| State/Country: | TENNESSEE | | | | | | | | | | | | |
| Postal Code: | 37237 | | | | | | | | | | | | |
| Entity Type: | CORPORATION: ALABAMA | | | | | | | | | | | | |
| PROPERTY NUMBERS Total: 2 | | | | | | | | | | | | | |
| <table border="1"><thead><tr><th>Property Type</th><th>Number</th><th>Word Mark</th></tr></thead><tbody><tr><td>Serial Number:</td><td>77624790</td><td>SONORA BEHAVIORAL HEALTH HOSPITAL</td></tr><tr><td>Serial Number:</td><td>74505529</td><td>REMUDA RANCH</td></tr></tbody></table> | Property Type | Number | Word Mark | Serial Number: | 77624790 | SONORA BEHAVIORAL HEALTH HOSPITAL | Serial Number: | 74505529 | REMUDA RANCH | | | | |
| Property Type | Number | Word Mark | | | | | | | | | | | |
| Serial Number: | 77624790 | SONORA BEHAVIORAL HEALTH HOSPITAL | | | | | | | | | | | |
| Serial Number: | 74505529 | REMUDA RANCH | | | | | | | | | | | |
| CORRESPONDENCE DATA | | | | | | | | | | | | | |
| Fax Number: (404)572-5128 <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | | | | | | | | | | | | |
| Phone: 4045723458 | | | | | | | | | | | | | |
| Email: slake@kslaw.com | | | | | | | | | | | | | |
| Correspondent Name: Susan Lake, Paralegal | | | | | | | | | | | | | |
| Address Line 1: 1180 Peachtree Street | | | | | | | | | | | | | |
| Address Line 2: King & Spalding | | | | | | | | | | | | | |
| Address Line 4: Atlanta, GEORGIA 30309 | | | | | | | | | | | | | |
| ATTORNEY DOCKET NUMBER: | 02532-015009 | | | | | | | | | | | | |
| NAME OF SUBMITTER: | Susan Lake | | | | | | | | | | | | |

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| | |
|---|--------------|
| Signature: | /Susan Lake/ |
| Date: | 10/13/2010 |
| <p>Total Attachments: 7</p> <p>source=Haven TSA#page1.tif</p> <p>source=Haven TSA#page2.tif</p> <p>source=Haven TSA#page3.tif</p> <p>source=Haven TSA#page4.tif</p> <p>source=Haven TSA#page5.tif</p> <p>source=Haven TSA#page6.tif</p> <p>source=Haven TSA#page7.tif</p> | |

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 12, 2010, is made by HAVEN BEHAVIORAL HEALTHCARE, INC., a Delaware corporation (the "Company"), and REMUDA RANCH CENTER FOR ANOREXIA AND BULIMIA, INC., a Delaware corporation ("RCAB"; the Company and RCAB referred to individually as a "Grantor" and together as the "Grantors"), in favor of REGIONS BANK ("Regions"), in its capacity as administrative agent and collateral agent for the Lenders that are parties to the Credit Agreement described below (in such capacity, together with its successors and permitted assigns, the "Agent").

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 12, 2010 (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Company (as the "Borrower" thereunder), Haven Behavioral Healthcare Holdings, LLC (the "Parent"), the Lenders from time to time parties thereto and the Agent, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantors, together with certain other Subsidiaries of the Parent, have agreed, pursuant to a Guarantee and Collateral Agreement in favor of the Agent dated as of October 8, 2010 (as the same may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), to secure the "Borrower Obligations" (in the case of the Company) and the "Guarantor Obligations" (in the case of RCAB) as provided in the Guarantee and Collateral Agreement; and

WHEREAS, the Grantors, as parties to the Guarantee and Collateral Agreement, are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make extensions of credit to the Borrower thereunder, each of the Grantors hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guarantee and Collateral Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Borrower Obligations or the Guarantor Obligations, as the case may be, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Lenders, and grants to the Agent for the

benefit of the Lenders a Lien on and security interest in, all of such Grantor's rights, title and interests in, to and under the following (the "Trademark Collateral"):

(a) all of its Trademarks and all Trademark Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those Trademarks subject to a U.S. federal registration or application and referred to on Schedule 1 hereto, except any intent-to-use Trademarks;

(b) all renewals and extensions of the foregoing; and

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

(d) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof;

provided, however, that notwithstanding any of the other provisions set forth in this Section 2, this Agreement shall not constitute a grant of a security interest in any Trademark Licenses to the extent that such grant of a security interest is Excluded Property or in any "intent to use" Trademark applications for which a statement of use has not been filed (but only until such statement is filed); and provided, further, that notwithstanding the foregoing, a security interest shall be, and is hereby granted in, (A) any property immediately upon such property ceasing to be Excluded Property and (B) any and all proceeds, products, substitutions and replacements of Excluded Property to the extent such proceeds, products, substitutions and replacements do not themselves constitute Excluded Property.

Section 3. Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guarantee and Collateral Agreement, and the parties hereby acknowledge and agree that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby, and provisions for the termination of this Trademark Security Agreement and release of the Liens created hereby, are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantors Remain Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]


IN WITNESS WHEREOF, each of the Grantors 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,

HAVEN BEHAVIORAL HEALTHCARE,
INC.,
as a Grantor

By: 
Name: W. Page Barnes
Title: Chief Financial Officer,
Vice President and Secretary

REMUDA RANCH CENTER FOR
ANOREXIA AND BULIMIA, INC.,
as a Grantor

By: 
Name: W. Page Barnes
Title: EVP and Secretary

ACCEPTED AND AGREED
as of the date first above written:

REGIONS BANK,
as Agent

By: _____
Name: William Crawford
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, each of the Grantors 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,

HAVEN BEHAVIORAL HEALTHCARE,
INC.,
as a Grantor

By: _____
Name: W. Page Barnes
Title: Chief Financial Officer,
Vice President and Secretary

REMUDA RANCH CENTER FOR
ANOREXIA AND BULIMIA, INC.,
as a Grantor

By: _____
Name: W. Page Barnes
Title: EVP and Secretary

ACCEPTED AND AGREED
as of the date first above written:

REGIONS BANK,
as Agent

By: 
Name: William Crawford
Title: Senior Vice President

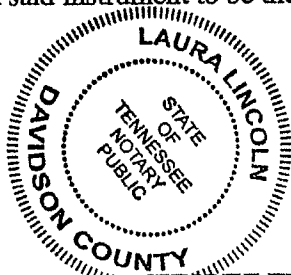
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

State of Tennessee
County of Davidson

ss.

On this ____ day of September, 2010 before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of HAVEN BEHAVIORAL HEALTHCARE, INC., a Delaware corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



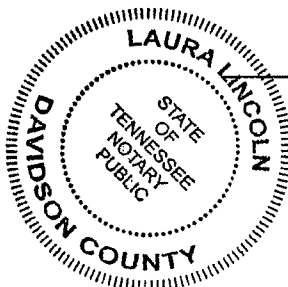
[Signature]
Notary Public

ACKNOWLEDGMENT OF GRANTOR

State of Tennessee
County of Davidson

ss.

On this ____ day of September, 2010 before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of REMUDA RANCH CENTER FOR ANOREXIA AND BULIMIA, INC., a Delaware corporation, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



[Signature]
Notary Public

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

| <u>Owner</u> | <u>Mark</u> | <u>Serial No./Registration Number</u> | <u>Application/ Registration Date</u> |
|---|--------------------------------------|---|---|
| Haven Behavioral Healthcare, Inc. | SONORA BEHAVIORAL HEALTH HOSPITAL | 77624790 | 12/2/2008 |
| | | 3795186 | 5/25/2010 |
| Remuda Ranch Center For Anorexia And Bulimia, Inc. | REMUDA RANCH | 74505529 | 3/28/1994 |
| | | 1930787 | 10/31/1995 |