

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
Haven Behavioral Healthcare, Inc.		10/12/2010	CORPORATION: DELAWARE
Remuda Ranch Center for Anorexia and Bulimia, Inc.		10/12/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Citibank, N.A.		
Street Address:	390 Greenwich Street, 7th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 2			
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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**TRADEMARK
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Signature:	/Susan Lake/
Date:	10/14/2010
Total Attachments: 7 source=Haven Citibank Trademark Security Agreement#page1.tif source=Haven Citibank Trademark Security Agreement#page2.tif source=Haven Citibank Trademark Security Agreement#page3.tif source=Haven Citibank Trademark Security Agreement#page4.tif source=Haven Citibank Trademark Security Agreement#page5.tif source=Haven Citibank Trademark Security Agreement#page6.tif source=Haven Citibank Trademark Security Agreement#page7.tif	

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 CITIBANK, N.A. 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 Second Lien 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 12, 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 and if not defined therein, have the meaning given to such term in the Credit 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;

(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 Trademark Security 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.


Section 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the Liens granted to the Agent pursuant to this Trademark Security Agreement and the exercise of any rights or remedies by the Agent hereunder are subject in all respects to the provisions of the Intercreditor Agreement dated October 12, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), between Region Bank, as First Lien Agent, and the Agent. If there is any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall control.

[SIGNATURE PAGES FOLLOW]

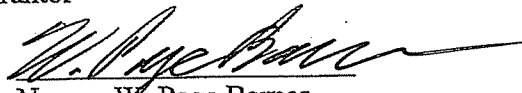
IN WITNESS WHEREOF, each of the Grantors has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

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:

CITIBANK, N.A.,
as Agent

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ny-943784

TRADEMARK
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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:

CITIBANK, N.A.,
as Agent

By: _____

Marc K. Stolz
Name: Marc K. Stolz
Title: vice president

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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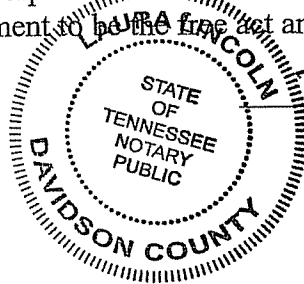
ACKNOWLEDGMENT OF GRANTOR

State of Tennessee)

County of Davidson)

ss.

On this ____ day of October, 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.



Laura Lincoln

Notary Public

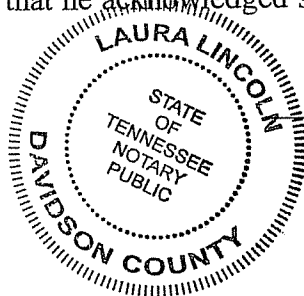
ACKNOWLEDGMENT OF GRANTOR

State of Tennessee)

County of Davidson)

ss.

On this ____ day of October, 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.



Laura Lincoln

Notary Public

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Owner	Mark	Serial No./Registration Number	Application/Registration Date
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

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RECORDED: 10/14/2010

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