

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Foundations Recovery Network, LLC		09/08/2011	LIMITED LIABILITY COMPANY: TENNESSEE

**RECEIVING PARTY DATA**

<b>Name:</b>	Fifth Third Bank
<b>Street Address:</b>	424 Church Street
<b>Internal Address:</b>	Suite 500
<b>City:</b>	Nashville
<b>State/Country:</b>	TENNESSEE
<b>Postal Code:</b>	37219
<b>Entity Type:</b>	Banking Corporation: OHIO

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Registration Number:	3592792	SOBERCIRCLE
Registration Number:	3592793	SOBERCIRCLE
Registration Number:	3546287	FOUNDATIONS ASSOCIATES
Registration Number:	3592791	RECOVERY LIVES HERE
Registration Number:	3745244	FOUNDATIONS RECOVERY NETWORK
Serial Number:	85345509	HEROES IN RECOVERY
Serial Number:	85252115	SOBER HERO
Serial Number:	85271060	REDISCOVERY

**CORRESPONDENCE DATA**

Fax Number: (615)742-0410  
 Phone: 615-742-7760  
 Email: trademarks@bassberry.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent*

**900205812**

**TRADEMARK  
 REEL: 004650 FRAME: 0791**

**CH \$215.00 3592792**

*via US Mail.*

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:	102106-169
NAME OF SUBMITTER:	Robert L. Brewer
Signature:	/Robert L. Brewer/
Date:	10/28/2011

**Total Attachments: 4**

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## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of September 8, 2011 by and between FOUNDATIONS RECOVERY NETWORK, LLC, a Tennessee limited liability company (the "Grantor"), having its chief executive office at 210 Westwood Place, Suite 120, Brentwood, Tennessee 37027, and FIFTH THIRD BANK, as Administrative Agent (the "Administrative Agent"), with offices at 424 Church Street, Suite 500 Nashville, Tennessee 37219 for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of the date hereof, (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among, Grantor, certain of its subsidiaries, the Lenders party thereto and the Administrative Agent.

This Agreement is executed pursuant to the terms of a Security and Pledge Agreement dated as of the date hereof by and among the Grantor, certain of its Subsidiaries (as defined in the Credit Agreement) party thereto and the Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, a continuing security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) 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;

(ii) all renewals or extensions of the foregoing,

(iii) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any trademark or any trademark licensed under any intellectual property license or (ii) injury to the goodwill associated with any trademark or any trademark licensed under any intellectual property license.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

*[Remainder of Page Intentionally Left Blank. Signature Page Follows.]*

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

FOUNDATIONS RECOVERY NETWORK,  
LLC, as Grantor

By: [Signature]  
Name: RICHARD W. RODGERS  
Title: CFO & SECRETARY

ACKNOWLEDGMENT

STATE OF TENNESSEE

COUNTY OF Davidson

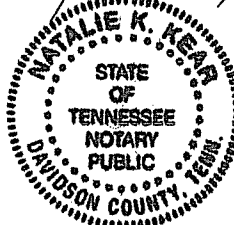
I, Natalie K. Kear, a Notary Public for said County and State, do hereby certify that RICHARD W. RODGERS personally appeared before me this day and stated that (s)he is CFO/SECRETARY of FOUNDATIONS RECOVERY NETWORK, LLC and acknowledged, on behalf of FOUNDATIONS RECOVERY NETWORK, LLC the due execution of the foregoing instrument.

Witness my hand and official seal, this 1<sup>st</sup> day of September, 2011.

[Signature]  
Notary Public

My commission expires:

11/7/2011




My Commission Expires NOV. 7, 2011

[Signature Pages Continue]

Agreed and Accepted as of the  
date first written above.

FIFTH THIRD BANK,  
as Administrative Agent

By:   
Name: Bill Barrel  
Title: VP

**Schedule A**

**[Trademarks]**

U.S. Trademarks (Registration Numbers)

3,592,792	SOBERCIRCLE	Issued 3/17/09
3,592,793	SOBERCIRCLE & design	Issued 3/17/09
3,546,287	FOUNDATIONS ASSOCIATES	Issued 12/16/08
3,592,791	RECOVERY LIVES HERE	Issued 3/17/09
3,745,244	FOUNDATIONS RECOVERY NETWORK	Issued 2/2/10

U.S. Trademark Applications (Serial Numbers)

85/345,509	HEROES IN RECOVERY	Filed 6/14/11
85/252,115	SOBER HERO	Filed 2/25/11
85/271,060	REDISCOVERY	Filed 3/18/11

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