

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Westside Sober Living Centers, Inc.		11/01/2011	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Madison Capital Funding LLC, as Agent
Street Address:	30 South Wacker Drive, Suite 3700
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3623630	PROMISES
Registration Number:	3623631	PROMISES MALIBU
Registration Number:	3460665	PROMISES
Registration Number:	3000694	PROMISES TREATMENT CENTERS
Registration Number:	2883745	MALIBU MODEL
Registration Number:	2517309	PROMISES WESTSIDE
Registration Number:	2552445	PROMISES MALIBU

CORRESPONDENCE DATA

Fax Number: (312)902-1061
 Phone: 312.577.8034
 Email: oscar.ruiz@kattenlaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: Oscar Ruiz c/o Katten Muchin Rosenman
 Address Line 1: 525 West Monroe Street

900206068

**TRADEMARK
 REEL: 004652 FRAME: 0800**

CH \$190.00 3623630

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 214338-58

NAME OF SUBMITTER: Oscar Ruiz

Signature: /Oscar Ruiz/

Date: 11/01/2011

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**") made as of this 1st day of November, 2011 by WESTSIDE SOBER LIVING CENTERS, INC., a California corporation ("**Grantor**"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, "**Grantee**"):

W I T N E S S E T H

WHEREAS, Grantor, Elements Behavioral Health, Inc., The Ranch on the Piney River, Inc., The Sexual Recovery Institute, Inc., EBH Acquisition Subsidiary, Inc. (the foregoing, collectively, the "**Borrowers**"), Elements Behavioral Health, Inc., as Borrower Representative, the financial institutions party thereto from time to time as Lenders and Grantee, as Agent, have entered into a certain Credit Agreement dated as of November 1, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrowers.

WHEREAS, pursuant to the terms of a certain Guarantee and Collateral Agreement of even date herewith among Grantee, Grantor and the other Loan Parties party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefor), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Guarantee and Collateral Agreement. The Credit Agreement and Guarantee and Collateral Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All capitalized terms used herein but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Guarantee and Collateral Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:

- (i.) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (ii.) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of each such Trademark, or (b) injury to the goodwill associated with each such Trademark.

3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral and automatically subject to the security interest granted herein.

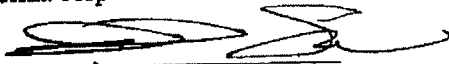
4. Governing Law. This Agreement shall be a contract made under and governed by the internal laws of the State of New York applicable to contracts made and to be performed entirely within such State, without regard to conflicts of laws principles.

5. Loan Document. This Agreement shall constitute a Loan Document.

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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

WESTSIDE SOBER LIVING CENTERS, INC.,
a California corporation

By: 
Name: DAVID SACK
Title: President

**Agreed and Accepted
As of the Date First Written Above:**

**MADISON CAPITAL FUNDING LLC,
as Agent**

By: 

Name: Faraaz Kapran

Its: Director

Schedule A

United States Federal Trademark Registrations and Applications

Mark	Application No.	Application Date	Registration No.	Registration Date
PROMISES	77221472	7/3/07	3623630	5/19/09
PROMISES MALIBU	77221481	7/3/07	3623631	5/19/09
PROMISES	77200383	6/7/07	3460665	7/8/08
PROMISES TREATMENT CENTERS	78270435	7/3/03	3000694	9/27/05
MALIBU MODEL	76505065	4/7/03	2883745	9/14/04
PROMISES WESTSIDE	76236430	4/9/01	2517309	12/11/01
PROMISES MALIBU	76238759	4/9/01	2552445	3/26/02