

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SQL Holdings II, LLC		07/01/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Sequel TSI Holdings, LLC		
Street Address:	1131 Eagletree Lane		
City:	Huntsville		
State/Country:	ALABAMA		
Postal Code:	35801		
Entity Type:	LIMITED LIABILITY COMPANY: IOWA		
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:	6157420410		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	615-742-7760		
Email:	trademarks@bassberry.com		
Correspondent Name:	Robert L. Brewer and Martha B. Allard		
Address Line 1:	150 3rd Avenue South		
Address Line 2:	Suite 2800		
Address Line 4:	Nashville, TENNESSEE 37201		
ATTORNEY DOCKET NUMBER:	102106-505		
NAME OF SUBMITTER:	Martha B. Allard		

Signature:	/Martha B. Allard/
Date:	07/02/2013
<b>Total Attachments: 4</b> source=III(17) - Termination of Trademark Security Interest (00526041)#page1.tif source=III(17) - Termination of Trademark Security Interest (00526041)#page2.tif source=III(17) - Termination of Trademark Security Interest (00526041)#page3.tif source=III(17) - Termination of Trademark Security Interest (00526041)#page4.tif	

## TERMINATION OF TRADEMARK SECURITY AGREEMENT

This TERMINATION OF TRADEMARK SECURITY AGREEMENT (this "Termination") is made as of July 1, 2013, by **SQL HOLDINGS II, LLC**, a Delaware limited liability company, as Administrative Agent for the Secured Parties referred to below ("SQL II" and, in its capacity as administrative agent, the "Administrative Agent") for the benefit of the Grantors that are party to the Trademark Security Agreement defined below. Unless otherwise defined herein, terms used herein shall have the meaning ascribed to them in the Trademark Security Agreement.

**WHEREAS**, Administrative Agent and the "Grantors" party thereto have heretofore entered into the Trademark Security Agreement (the "Trademark Security Agreement") dated the 23rd day of December, 2009 pursuant to which the Grantors granted liens in certain trademarks .

**WHEREAS**, pursuant to the Trademark Security Agreement, the Grantors pledged and granted to the Administrative Agent for the benefit of the Administrative Agent and the Lenders a continuing security interest (the "Security Interest") in all of such Obligor's right, title and interest in, to and under the trademarks (including, without limitation, those items listed in the attached Exhibit A) (collectively, the "Trademark Collateral");

**WHEREAS**, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office on 01/11/2010 at Reel/Frame No. 4128/0957, and

**WHEREAS**, the Administrative Agent acknowledges full performance of the Obligations under the certain Securities Purchase Agreement dated as of December 23, 2009 (as amended from time to time, the "Securities Purchase Agreement") by and among the Grantors, **SQL HOLDINGS, LLC**, a Delaware limited liability company ("SQL" and, together with Administrative Agent, the "Investors") and the Debt Obligations related loan documents and accordingly has agreed to release its Security Interest in the Trademark Collateral set forth in Exhibit A;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Administrative Agent hereby releases, relinquishes and discharges, with respect to each Grantor, any lien or security interest

previously granted in the Trademark Collateral, terminates all of its right, title and interest in, to, and under the Trademark Collateral and any and all liens and encumbrances, and re-assigns to such Obligor any and all right, title or interest it may have in such Trademark Collateral.

The Administrative Agent hereby authorizes the Grantors or the Grantors' authorized representatives to record this Termination with the United States Patent and Trademark Office and/or any other applicable governmental office or agency in order to memorialize the release of the Administrative Agent's lien on and security interest in the Trademark Collateral.

[Signature Page Follows]

**IN WITNESS WHEREOF**, the Administrative Agent has caused this Termination to be duly executed and delivered by its duly authorized officer as of the date first written above.

**SQL HOLDINGS II, LLC,**  
a Delaware limited liability company,  
as Administrative Agent

By: \_\_\_\_\_

Name: *Steve Hartman*

Title: *Vice President*

**EXHIBIT A**

**TERMINATION OF TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations/Applications**

<b>Grantor</b>	<b>Mark</b>	<b>Application / Registration No.</b>	<b>Application / Registration Date</b>
Sequel TSI Holdings, LLC	Three Springs Mind Body Spirit/Design	2804864	1/13/2004
Sequel TSI Holdings, LLC	Three Springs	2006243	10/8/2006
Sequel TSI Holdings, LLC	Three Springs Thunder Mountain Residential Treatment Center	AZ 363341	2/3/2006
Sequel TSI Holdings, LLC	Three Springs Sierra Vista	AZ 394338	1/19/2007
Sequel TSI Holdings, LLC	Three Springs Mountain View	AZ 394322	1/19/2007