

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Petra Mezzanine Fund, LP		03/11/2011	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Camelot Care Centers, Inc.		
Street Address:	64 E. Broadway Boulevard		
City:	Tucson		
State/Country:	ARIZONA		
Postal Code:	85701		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1826690	MONITOR PRIME	
Registration Number:	1653278		
Registration Number:	1750063		
Registration Number:	1629648	TWIG BENDERS	
CORRESPONDENCE DATA			
Fax Number:	9177777373		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212-735-3000		
Email:	andrew.patrick@skadden.com		
Correspondent Name:	Skadden Arps Slate Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Attn: Adam Greenberg, Esq.		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	120880/1		

CH \$115.00 1826690

NAME OF SUBMITTER:	Adam Greenberg
Signature:	/Adam Greenberg/
Date:	08/02/2013
Total Attachments: 4 source=Petra Trademark Release#page1.tif source=Petra Trademark Release#page2.tif source=Petra Trademark Release#page3.tif source=Petra Trademark Release#page4.tif	

TERMINATION OF SECURITY INTEREST IN TRADEMARKS

This **TERMINATION OF SECURITY INTEREST IN TRADEMARKS**, effective as of March 11, 2011, is made by Petra Mezzanine Fund, L.P., as Agent (the "Secured Party"), a Delaware limited partnership, located at Suite 112, 172 2nd Avenue North, Nashville, Tennessee, 37201, in favor of Camelot Care Centers, Inc., an Illinois corporation (and the other Grantors to the Trademark and Patent Security Agreement defined herein) (collectively, the "Grantor"), located at 64 E Broadway Boulevard, Tucson, AZ 85701.

Capitalized terms used in this Termination of Security Interest in Trademarks, but not defined herein, shall have the respective meanings ascribed to them in the Loan Agreement or Trademark and Patent Security Agreement, as applicable.

WHEREAS, the Secured Party as collateral agent for itself and the other lenders (the "Lenders") and Grantor, along with the other grantors party thereto, entered into that certain Loan and Security Agreement, dated as of March 1, 2002, as amended, modified, supplemented or waived from time to time (the "Loan Agreement") pursuant to which the Lenders made a Loan to Grantors;

WHEREAS, in connection with the making of the Loan, Lenders through the Secured Party desired to obtain from Grantor, and Grantor desired to grant to the Secured Party for itself and the Lenders, a security interest in certain collateral;

WHEREAS, the Grantor and the Secured Party, along with the other grantors party thereto, entered into that certain Trademark and Patent Security Agreement, dated as of March 1, 2002, as amended, modified, supplemented or waived from time to time (the "Trademark and Patent Security Agreement") and pursuant to the Loan Agreement and Trademark and Patent Security Agreement, Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations, assigned and granted to the Secured Party for the benefit of itself and each Lender a security interest in all of Grantor's right, title and interest in and to the Collateral, including without limitation all Trademarks, all Trademark Licenses, all Patents, all Patent Licenses and to the extent not otherwise included, all Proceeds and products of any and all of the foregoing, that are material to the business of Grantor, and whether or not included in Exhibit A of the Trademark and Patent Security Agreement;

WHEREAS, the Trademark and Patent Security Agreement was recorded at the United States Patent and Trademark Office on March 13, 2002 at Reel 2524 and Frame 0910; and

WHEREAS, the Secured Party has agreed to terminate and release its security interest in all of such Collateral, including, without limitation, the Trademarks identified on Schedule A attached hereto.

NOW, THEREFORE, for valuable consideration, the Secured Party hereby terminates and releases all mortgages, liens, and security interests granted to the Secured Party in all Collateral, including the following:

1. all Trademarks, including those referred to on Schedule A attached hereto;
2. all goodwill of the business connected with the use of, and symbolized by, each Trademark;
3. all Trademark Licenses; and
4. to the extent not otherwise included, all Proceeds and products of any and all of the foregoing.

The Secured Party hereby authorizes Grantor or Grantor's authorized representative to (i) record this Termination of Security Interest in Trademarks with the United States Patent and Trademark Office, (ii) file UCC Financing Statement Amendments with the applicable filing office in order to memorialize the termination and release of any security interest of the Secured Party in the Collateral, including the Trademarks, set forth on Schedule A hereto, and/or (iii) otherwise record or file this Termination of Security Interest in Trademarks in the applicable governmental office or agency.

The Secured Party shall take all further actions and provide Grantor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by Grantor to more fully and effectively effectuate the purposes of this Termination of Security Interest in Trademarks.

This Termination of Security Interests in Trademarks shall be governed by, and construed in accordance with, the laws of the State of Tennessee.

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IN WITNESS WHEREOF, the Secured Party has caused this Termination of Security Interest in Trademarks to be duly executed as of August 2, 2013.

Secured Party:

PETRA MEZZANINE FUND, L.P.,
As Agent

By: Michael Blackburn
Name: Michael W. Blackburn
Title: Managing Member

Schedule A

U.S. Trademarks of Camelot Care Centers, Inc.

Mark	Registration No.	Registration Date
MONITOR PRIME	1826690	3/15/94
Design Only	1653278	8/6/91
Design Only	1750063	2/2/93
TWIG BENDERS	1629648	12/25/90