

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
REMED RECOVERY CARE CENTERS, L.L.C.		10/28/2013	LIMITED LIABILITY COMPANY: PENNSYLVANIA

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: 6

Property Type	Number	Word Mark
Registration Number:	3466021	
Registration Number:	3466020	REMED
Registration Number:	3466019	REMED
Registration Number:	3466060	REMED SUPPORTING EVEN THE LONGEST JOURNE
Registration Number:	3466061	SUPPORTING EVEN THE LONGEST JOURNEY
Registration Number:	1703919	REMED RECOVERY CARE CENTERS

CORRESPONDENCE DATA

Fax Number: 3125774565
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 312-577-8265
 Email: kristin.brozovic@kattenlaw.com
 Correspondent Name: Kristin Brozovic c/o Katten
 Address Line 1: 525 W Monroe Street
 Address Line 4: Chicago, ILLINOIS 60661

CH \$165.00 3466021

TRADEMARK

ATTORNEY DOCKET NUMBER:	214338-119
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	10/28/2013
Total Attachments: 6 source=Embassy - Trademark Security Agreement (ReMed Recovery Care Centers)#page1.tif source=Embassy - Trademark Security Agreement (ReMed Recovery Care Centers)#page2.tif source=Embassy - Trademark Security Agreement (ReMed Recovery Care Centers)#page3.tif source=Embassy - Trademark Security Agreement (ReMed Recovery Care Centers)#page4.tif source=Embassy - Trademark Security Agreement (ReMed Recovery Care Centers)#page5.tif source=Embassy - Trademark Security Agreement (ReMed Recovery Care Centers)#page6.tif	

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of October 28, 2013 by REMED RECOVERY CARE CENTERS, L.L.C., a Pennsylvania limited liability company ("Grantor"), in favor of MADISON CAPITAL FUNDING LLC, in its capacity as Agent for the Lenders (as each term is defined in the Credit Agreement referenced below) (in such capacity, "Grantee").

W I T N E S S E T H

WHEREAS, pursuant to that certain Credit Agreement, dated as of August 23, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Embassy 2, LLC, a Delaware limited liability company ("Embassy 2"), the other Borrowers from time to time party thereto, the Lenders party thereto, and Grantee, as agent, Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Borrowers.

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement, dated as of August 23, 2013 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), by and among Embassy 2, the other "Grantors" (as defined in the Guarantee and Collateral Agreement) from time to time party thereto and Grantee, Grantor has granted to Grantee, for the ratable benefit of the 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 of such Grantor's Trademarks (as defined in the Guarantee and Collateral Agreement) and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance of the Secured Obligations.

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 Guarantee and Collateral Agreement. The 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 (or the Credit Agreement, if applicable). In the event of a conflict between a provision of the Guarantee and Collateral Agreement and a provision of this Agreement, the provision of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Grantee, for the ratable 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; 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, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein and deemed included in the Trademark Collateral.

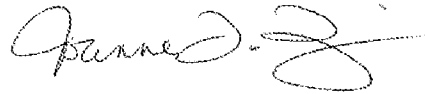
4. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

- Remainder of Page Intentionally Left Blank; Signature Page Follows -

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

**REMED RECOVERY CARE
CENTERS, L.L.C.,**
a Pennsylvania limited liability company

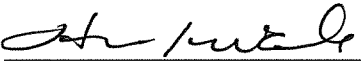
By:



Name: Joanne Finegan
Title: President and Secretary




Agreed and Accepted
As of the Date First Written Above:


MADISON CAPITAL FUNDING LLC,
as Agent

By: 
Name: Hugh Wade
Title: Senior Managing Director

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Owner</u>	<u>Filing Date/ Reg. Date</u>	<u>Reg./ Serial Numbers</u>	<u>Status</u>
Design Only 	ReMed Recovery Care Centers, LLC	7/19/2007 7/15/2008	Serial No.: 77233721 Reg. No. 3466021	REGISTERED 7/15/2008
REMED	ReMed Recovery Care Centers, LLC	7/19/2007 7/15/2008	Serial No.: 77233714 Reg. No. 3466020	REGISTERED 7/15/2008
REMED and Design 	ReMed Recovery Care Centers, LLC	7/19/2007 7/15/2008	Serial No.: 77233709 Reg. No. 3466019	REGISTERED 7/15/2008
REMED SUPPORTING EVEN THE LONGEST JOURNEY and Design 	ReMed Recovery Care Centers, LLC	7/27/2007 7/15/2008	Serial No.: 77240572 Reg. No. 3466060	REGISTERED 7/15/2008

<u>Mark</u>	<u>Owner</u>	<u>Filing Date/ Reg. Date</u>	<u>Reg./ Serial Numbers</u>	<u>Status</u>
SUPPORTING EVEN THE LONGEST JOURNEY	ReMed Recovery Care Centers, LLC	7/27/2007 7/15/2008	Serial No.: 77240579 Reg. No. 3466061	REGISTERED 7/15/2008
REMED RECOVERY CARE CENTERS and Design 	ReMed Recovery Care Centers, LLC	8/7/1991 7/28/1992	Serial No.: 74/182942 Reg. No.: 1703919	REGISTERED 7/28/1992