

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																					
NATURE OF CONVEYANCE:	SECURITY INTEREST																					
CONVEYING PARTY DATA																						
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>MONTE NIDO RESIDENTIAL CENTER, LLC</td> <td></td> <td>12/20/2013</td> <td>LIMITED LIABILITY COMPANY: CALIFORNIA</td> </tr> <tr> <td>RAINROCK TREATMENT CENTER, L.L.C.</td> <td></td> <td>12/20/2013</td> <td>LIMITED LIABILITY COMPANY: DELAWARE</td> </tr> <tr> <td>OLIVER-PYATT CENTERS, LLC</td> <td></td> <td>12/20/2013</td> <td>LIMITED LIABILITY COMPANY: FLORIDA</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	MONTE NIDO RESIDENTIAL CENTER, LLC		12/20/2013	LIMITED LIABILITY COMPANY: CALIFORNIA	RAINROCK TREATMENT CENTER, L.L.C.		12/20/2013	LIMITED LIABILITY COMPANY: DELAWARE	OLIVER-PYATT CENTERS, LLC		12/20/2013	LIMITED LIABILITY COMPANY: FLORIDA						
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OLIVER-PYATT CENTERS, LLC		12/20/2013	LIMITED LIABILITY COMPANY: FLORIDA																			
RECEIVING PARTY DATA																						
Name:	ARES CAPITAL CORORATION, AS COLLATERAL AGENT																					
Street Address:	245 PARK AVENUE																					
Internal Address:	44TH FLOOR																					
City:	NEW YORK																					
State/Country:	NEW YORK																					
Postal Code:	10167																					
Entity Type:	CORPORATION: MARYLAND																					
PROPERTY NUMBERS Total: 6																						
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3327529</td> <td>RAINROCK</td> </tr> <tr> <td>Registration Number:</td> <td>2612460</td> <td>MONTE NIDO</td> </tr> <tr> <td>Serial Number:</td> <td>85890731</td> <td>MONTE NIDO MANHATTAN</td> </tr> <tr> <td>Serial Number:</td> <td>85890756</td> <td>MONTE NIDO AT LAUREL HILL</td> </tr> <tr> <td>Registration Number:</td> <td>3798226</td> <td>OLIVER-PYATT CENTERS RECOVERY BEGINS NOW</td> </tr> <tr> <td>Serial Number:</td> <td>86073292</td> <td>OLIVER-PYATT CENTERS</td> </tr> </tbody> </table>	Property Type	Number	Word Mark	Registration Number:	3327529	RAINROCK	Registration Number:	2612460	MONTE NIDO	Serial Number:	85890731	MONTE NIDO MANHATTAN	Serial Number:	85890756	MONTE NIDO AT LAUREL HILL	Registration Number:	3798226	OLIVER-PYATT CENTERS RECOVERY BEGINS NOW	Serial Number:	86073292	OLIVER-PYATT CENTERS	
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Registration Number:	3798226	OLIVER-PYATT CENTERS RECOVERY BEGINS NOW																				
Serial Number:	86073292	OLIVER-PYATT CENTERS																				
CORRESPONDENCE DATA																						
Fax Number:	2138308743																					
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.																						

CH \$165.00 3327529

Phone: 213-680-6400  
Email: kimberley.lathrop@bingham.com  
Correspondent Name: KIMBERLEY A. LATHROP  
Address Line 1: BINGHAM MCCUTCHEN LLP  
Address Line 2: 355 SOUTH GRAND AVENUE  
Address Line 4: LOS ANGELES, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	3002329.368268
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NAME OF SUBMITTER:	Kimberley A. Lathrop
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Signature:	/Kimberley A. Lathrop/
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Date:	12/20/2013
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Total Attachments: 5  
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**GRANT OF**  
**SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “**Agreement**”), effective as of December 20, 2013 is made by the persons signatory hereto or hereafter made a party hereto (the “**Grantors**” and each a “**Grantor**”), in favor of ARES CAPITAL CORPORATION, a Maryland corporation (“**ARCC**”), located at 245 Park Avenue, 44th Floor, New York, NY 10167, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, together with its successors and permitted assigns in such capacity, “**Collateral Agent**”).

**W I T N E S S E T H:**

**WHEREAS**, pursuant to the Credit Agreement, dated as of December 20, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among MONTE NIDO HOLDINGS, LLC, a Delaware limited liability company (“**Borrower**”), the Subsidiaries of the Borrower signatory thereto as Guarantors or thereafter designated as Guarantors pursuant to Section 8.11 of the Credit Agreement, the lenders from time to time party thereto (each a “**Lender**” and, collectively, the “**Lenders**”), and ARCC, as administrative agent for the Lenders and the Collateral Agent, the Lenders have severally agreed to make Loans to the Borrower upon the terms and subject to the conditions set forth therein;

**WHEREAS**, in connection with the Credit Agreement, the Grantors and certain other affiliates of the Grantors have executed and delivered a Security Agreement, dated as of December 20, 2013, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”);

**WHEREAS**, pursuant to the Security Agreement, each Grantor pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property, including the Trademarks set forth on Schedule A hereto; and

**WHEREAS**, pursuant to the terms of the Security Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement.

**NOW THEREFORE**, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

**SECTION 1. Definitions.** Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of such Grantor's right, title and interest in, to and under all of its Trademarks including, without limitation, those listed on Schedule A hereto (collectively, the "***Trademark Collateral***"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

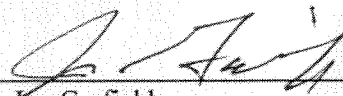
*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

**GRANTORS:**

**MONTE NIDO RESIDENTIAL CENTER, LLC**, a California limited liability company

By: Monte Nido Holdings, LLC,  
a Delaware limited liability company,  
its manager

By:   
Name: Jon Garfield  
Title: Chief Financial Officer

**RAINROCK TREATMENT CENTER, L.L.C.**, a Delaware limited liability company

By: Monte Nido Holdings, LLC,  
a Delaware limited liability company,  
its manager

By:   
Name: Jon Garfield  
Title: Chief Financial Officer

**OLIVER-PYATT CENTERS, LLC**,  
a Florida limited liability company

By: Monte Nido Holdings, LLC,  
a Delaware limited liability company,  
its manager

By:   
Name: Jon Garfield  
Title: Chief Financial Officer

[Signature Page to Grant of Security Interest in Trademark Rights]

**ARES CAPITAL CORPORATION,**  
a Maryland corporation,  
as Collateral Agent

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

Name:

Title:

SCOTT LEM  
AUTHORIZED SIGNATORY

[Signature Page to Grant of Security Interest in Trademark Rights]

**TRADEMARK**  
**REEL: 005179 FRAME: 0501**

**SCHEDULE A****U.S. Trademark Registrations and Applications**

<b>Grantor</b>	<b>Country/State</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>Application/ Registration Date</b>
Rainrock Treatment Center, L.L.C.	United States of America	RAINROCK	3,327,529	10/30/2007
Monte Nido Residential Center, LLC	United States of America	MONTE NIDO	2,612,460	08/27/2002
Monte Nido Residential Center, LLC	United States of America	MONTE NIDO MANHATTAN	85890731	03/29/2013
Monte Nido Residential Center, LLC	United States of America	MONTE NIDO AT LAUREL HILL	85890756	03/29/2013
Oliver-Pyatt Centers, LLC	United States of America	Oliver-Pyatt Centers  Recovery begins now.	3,798,226	06/08/2010
Oliver-Pyatt Centers, LLC	United States of America	Oliver-Pyatt Centers	86,073,292	09/24/2013