

## 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
MONROE CAPITAL MANAGEMENT ADVISORS, LLC, AS AGENT		12/20/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	RAINROCK TREATMENT CENTER, L.L.C.		
Street Address:	27162 SEA VISTA DRIVE		
Internal Address:	ATTN: CFO		
City:	MALIBU		
State/Country:	CALIFORNIA		
Postal Code:	90265		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3327529	RAINROCK	
CORRESPONDENCE DATA			
Fax Number:	2134432926		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	213-617-5493		
Email:	jcravitz@sheppardmullin.com		
Correspondent Name:	Sheppard, Mullin, Richter & Hampton LLP		
Address Line 1:	333 S. Hope St., 43rd Floor		
Address Line 2:	Attn: J. Cravitz		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
ATTORNEY DOCKET NUMBER:	09XV-178160		
NAME OF SUBMITTER:	JULIE CRAVITZ		

CH \$40.00 3327529

Signature:	/JULIE CRAVITZ/
Date:	01/09/2014
<b>Total Attachments: 4</b> source=Rainrock - Monroe Capital Mgt Advisors TM Termination#page1.tif source=Rainrock - Monroe Capital Mgt Advisors TM Termination#page2.tif source=Rainrock - Monroe Capital Mgt Advisors TM Termination#page3.tif source=Rainrock - Monroe Capital Mgt Advisors TM Termination#page4.tif	

## **TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT**

This TERMINATION AND RELEASE OF TRADEMARK SECURITY AGREEMENT (this “Termination and Release”) is made as of the 20<sup>th</sup> day of December 2013, by MONROE CAPITAL MANAGEMENT ADVISORS, LLC, in its capacity as administrative agent pursuant to the Credit Agreement (as defined below) (in such capacity, “Agent”) in favor of RAINROCK TREATMENT CENTER, L.L.C., a Delaware limited liability company (“Pledgor”). Capitalized terms not otherwise defined herein, shall have the meanings ascribed to them in the Credit Agreement and the other Loan Documents, as applicable.

### **WITNESSETH:**

**WHEREAS**, pursuant to that certain (i) (A) Credit Agreement, dated as of December 21, 2012 (as amended, supplemented or otherwise modified from time to time in accordance with the provisions thereof, the “Credit Agreement”), among Pledgor, as borrower, the other Loan Parties party thereto, the lenders from time to time party thereto (the “Lenders”), CALIFORNIA BANK & TRUST, as revolver servicing agent and Agent, as lead arranger and as administrative agent for the Lenders; (B) Guaranty and Collateral Agreement, dated as of December 21, 2012 (as amended, restated, supplemented or otherwise modified from time to time in accordance with the provisions thereof, the “Guaranty and Collateral Agreement”), made by and among Pledgor, the other Grantors listed on the signature pages thereto or from time to time party thereto by execution of a joinder agreement, in favor of Agent; and (C) Trademark Security Agreement, dated as of December 21, 2012, by Pledgor in favor of Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”), Pledgor pledged and granted to Agent, for the benefit of the Lenders, a lien on and security interest in and to all of its right, title and interest in, to and under all of Pledgor’s right, title and interest in, to and under the following: (i) registered Trademarks and applications therefor of Pledgor listed on Schedule I attached to the Trademark Security Agreement; (ii) all goodwill associated with such Trademarks; and (iii) all Proceeds of any and all of the foregoing (other than Excluded Property) (collectively, the “Trademark Collateral”); and

**WHEREAS**, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office on January 2, 2013 at Reel 4933 Frame 0317.

**NOW, THEREFORE**, in consideration of the premises and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Agent, for the benefit of the Lenders, does hereby release and terminate all collateral pledges, grants, assignments, and liens and security interests in the pledged Trademark Collateral, including the foregoing listed on Schedule I attached hereto.

2. Agent hereby agrees, at the expense of Pledgor, to take any reasonable actions and to execute, acknowledge, procure and deliver any further documents necessary or reasonably requested by Pledgor to effectuate, record or evidence the release of Agent’s security interest in the Trademark Collateral.

3. Agent authorizes Pledgor to request that the United States Patent and Trademark Office record this Termination and Release against the Trademark Collateral.

4. This Termination and Release shall be governed by the law of the State of New York.

*[signatures follow]*

IN WITNESS WHEREOF, Agent, for the benefit of the Lenders, has caused this Termination and Release to be duly executed and delivered on the day and year first written above.

MONROE CAPITAL MANAGEMENT ADVISORS,  
LLC,  
as Agent

By:   
Name: Jeffrey Williams  
Title: Director

## **Schedule I**

**U.S. Trademarks Subject to Security Interest  
Recorded January 2, 2013 at Reel 4933 Frame 0317**

### **1. Trademark Registrations:**

<b>Grantor</b>	<b>Mark</b>	<b>Application No.</b>	<b>Application Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
Rainrock Treatment Center, L.L.C.	RAINROCK	78841692	March 20, 2006	3,327,529	October 30, 2007

### **2. Trademark Applications:**

None.