

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
WESTSIDE SOBER LIVING CENTERS, INC.		02/12/2014	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	CITIBANK, N.A.
Street Address:	390 Greenwich Street
Internal Address:	7th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3623630	PROMISES
Registration Number:	3623631	PROMISES MALIBU
Registration Number:	3460665	PROMISES
Registration Number:	3000694	PROMISES TREATMENT CENTERS
Registration Number:	2883745	MALIBU MODEL
Serial Number:	85492860	PROMISES WESTSIDE
Registration Number:	2552445	PROMISES MALIBU
Registration Number:	3041049	THE RIGHT STEP
Registration Number:	3473283	SPIRIT LODGE

CORRESPONDENCE DATA

Fax Number: 7037607777

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

CH \$240.00 3623630

Phone: 703-760-7360
Email: hcheng@mofo.com
Correspondent Name: Hsiao-Ting Cheng
Address Line 1: 1650 Tysons Boulevard
Address Line 2: Suite 400
Address Line 4: McLean, VIRGINIA 22102

ATTORNEY DOCKET NUMBER: 56145-1766

NAME OF SUBMITTER: Geoffrey R. Peck

Signature: /Geoffrey R. Peck/

Date: 02/14/2014

Total Attachments: 6
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ANYTHING HEREIN TO THE CONTRARY NOTWITHSTANDING, THE LIENS AND SECURITY INTERESTS SECURING THE OBLIGATIONS EVIDENCED BY THIS AGREEMENT, THE EXERCISE OF ANY RIGHT OR REMEDY WITH RESPECT THERETO, AND CERTAIN OF THE RIGHTS OF THE HOLDER HEREOF ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF FEBRUARY 12, 2014, (AS AMENDED, RESTATED, SUPPLEMENTED, OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "INTERCREDITOR AGREEMENT"), BY AND BETWEEN MADISON CAPITAL FUNDING LLC AS FIRST LIEN AGENT, AND CITIBANK, N.A., AS SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT (this "**Agreement**") made as of this 12th day of February, 2014 by WESTSIDE SOBER LIVING CENTERS, INC., a California corporation ("**Grantor**"), in favor of CITIBANK, N.A., in its capacity as Agent for the Lenders (as defined in the Credit Agreement referenced below) (in such capacity, "**Grantee**");

WITNESSETH

WHEREAS, Grantor, Elements Behavioral Health, Inc. ("**Elements**"), The Ranch on the Piney River, Inc., The Sexual Recovery Institute, Inc., EBH Acquisition Subsidiary, Inc., TRS Behavioral Care, Inc., Spirit Lodge, LLC, San Cristobal Treatment Center, LLC, Assurance Toxicology Services, Inc., EBH Northeast Services, Inc., Wrightsville Services, LLC (the foregoing, collectively, the "**Borrowers**"), Elements, as Borrower Representative, the financial institutions party thereto from time to time as Lenders and Grantee, as Agent, have entered into a certain Second Lien Credit Agreement dated as of February 12, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, the Borrowers.

WHEREAS, pursuant to the terms of that certain Second Lien Guarantee and Collateral Agreement dated as of February 12, 2014 among Grantee, Grantor and the other Loan Parties party thereto (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Guarantee and Collateral Agreement**"), Grantor has granted to Grantee, for its benefit and the benefit of Lenders, a second lien security interest and lien upon substantially all assets of Grantor subject only to the security interest and lien granted in favor of the First Lien Agent, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefor), together with the goodwill of the business symbolized by

Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of the Obligations (as defined in the Credit Agreement).

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 Credit Agreement and Guarantee and Collateral Agreement.

The Credit Agreement and 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.

2. Grant and Reaffirmation of Grant of Security Interests.

To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the 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, together with any renewals or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; 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, and solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law, the Trademark Collateral shall not include any intent-to-use United States trademark applications for which an amendment to allege use or statement of use has not been filed under 15 U.S.C. § 1051(c) or 15 U.S.C. § 1051(d), respectively, or if filed, has not been deemed in conformance with 15 U.S.C. § 1051(a) or examined and accepted, respectively, by the United States Patent and Trademark Office, provided that upon such filing and acceptance, such intent-to-use applications shall be included in the Trademark Collateral and automatically subject to the security interest granted herein.

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, INCLUDING, WITHOUT LIMITATION, SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW OF THE STATE OF NEW YORK.

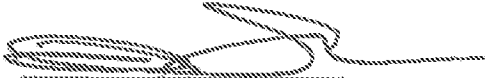
5. Loan Document. This Agreement shall constitute a Loan Document.

6. Notwithstanding anything to the contrary in this Agreement or in any other Loan Document: (i) the Liens granted to the Agent in favor of the Lenders pursuant to the Loan Documents and the exercise of any right related to any Collateral shall be subject, in each case, to the terms of the Intercreditor Agreement (as defined in the Credit Agreement) and (ii) in the event of any conflict between the express terms and provisions of this Agreement or any other Loan Document, on the one hand, and of the Intercreditor Agreement, on the other hand, the terms and provisions of the Intercreditor Agreement shall control.

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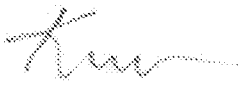
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

WESTSIDE SOBER LIVING CENTERS, INC.,
a California corporation

By: 
Name: DAVID SAK
Title: PRESIDENT

Agreed and Accepted
As of the Date First Written Above:

CITIBANK, N.A.,
as Agent

By: 
Name: Kane Park
Title: Vice President

Schedule A

United States Federal Trademark Registrations and Applications

Owner	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
Westside Sober Living Centers, Inc.	PROMISES	77/221,472	3,623,630	07/03/07	05/19/09
Westside Sober Living Centers, Inc.	PROMISES MALIBU	77/221,481	3,623,631	07/03/07	05/19/09
Westside Sober Living Centers, Inc.	PROMISES	77/200,383	3,460,665	06/07/07	07/08/08
Westside Sober Living Centers, Inc.	PROMISES TREATMENT CENTERS	78/270,435	3,000,694	07/03/03	09/27/05
Westside Sober Living Centers, Inc.	MALIBU MODEL	76/505,065	2,883,745	04/07/03	09/14/04
Westside Sober Living Centers, Inc.	PROMISES WESTSIDE ** note: application is pending	85/492,860	N/A	12/21/2011	N/A
Westside Sober Living Centers, Inc.	PROMISES MALIBU	76/238,759	2,552,445	04/09/01	03/26/02
Westside Sober Living Centers, Inc.	THE RIGHT STEP	78/513,838	3,041,049	11/09/04	01/10/06
Westside Sober Living Centers, Inc.	SPIRIT LODGE	77/161,067	3,473,283	04/19/07	07/22/08

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