

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EBH SOUTHWEST SERVICES, INC.		02/12/2014	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	CITIBANK, N.A.		
<b>Street Address:</b>	390 Greenwich Street		
<b>Internal Address:</b>	7th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10013		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3977708		
<b>Registration Number:</b>	4213360	S 4 L	
<b>Registration Number:</b>	3985230	JOURNEY HEALING CENTERS	
<b>Registration Number:</b>	3977711	GET THE PERSON YOU LOVE BACK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	7037607777		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	703-760-7360		
<b>Email:</b>	hcheng@mofo.com		
<b>Correspondent Name:</b>	Hsiao-Ting Cheng		
<b>Address Line 1:</b>	1650 Tysons Boulevard		
<b>Address Line 2:</b>	Suite 400		
<b>Address Line 4:</b>	McLean, VIRGINIA 22102		

CH \$115.00 3977708

ATTORNEY DOCKET NUMBER:	56145-1766
NAME OF SUBMITTER:	Geoffrey R. Peck
Signature:	/Geoffrey R. Peck/
Date:	02/14/2014
Total Attachments: 7 source=BH 2L - TSA - Southwest - execution#page1.tif source=BH 2L - TSA - Southwest - execution#page2.tif source=BH 2L - TSA - Southwest - execution#page3.tif source=BH 2L - TSA - Southwest - execution#page4.tif source=BH 2L - TSA - Southwest - execution#page5.tif source=BH 2L - TSA - Southwest - execution#page6.tif source=BH 2L - TSA - Southwest - execution#page7.tif	

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 EBH SOUTHWEST SERVICES, INC., a Delaware 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**");

### W I T N E S S E T H

WHEREAS, Elements Behavioral Health, Inc. ("**Elements**"), Westside Sober Living Centers, Inc., 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 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.

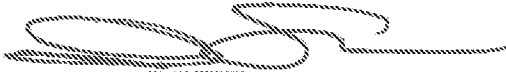
5. Loan Document. This Agreement shall constitute a Loan Document.

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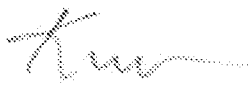
IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**EBH SOUTHWEST SERVICES, INC., a**  
Delaware 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**

<b>Owner</b>	<b>Trademark</b>	<b>Trademark Application Number</b>	<b>Trademark Registration Number</b>	<b>Date of Application</b>	<b>Date of Registration</b>
EBH Southwest Services, Inc.	A mark consisting of the image of a half sun	85/167,965	3,977,708	11/03/10	06/14/11
EBH Southwest Services, Inc.	A mark consisting of the interlaced stylized characters "S4L" in orange with black shadowing	85/529,907	4,213,360	01/31/12	09/25/12
EBH Southwest Services, Inc.	Journey Healing Centers	85/167,983	3,985,230	11/03/10	06/28/11
EBH Southwest Services, Inc.	Get the Person You Love Back	85/167,995	3,977,711	11/03/10	06/14/11



### Foreign Trademark Registrations and Applications

Owner	Trademark	Trademark Application Number	Trademark Registration Number	Date of Application	Date of Registration
EBH Southwest Services, Inc.	Get the Person You Love Back	1598054 Canada	869,864	10/12/2012 last updated	01/24/2014
EBH Southwest Services, Inc.	Get the Person You Love Back	1374070 Australia	1374070	07/26/2010	07/26/2010
EBH Southwest Services, Inc.	JOURNEY HEALING CENTRES	1598051 Canada	1598051	11/12/2013 last updated	N/A
EBH Southwest Services, Inc.	A mark consisting of the image of a half sun	1374072 Australia	1374072	07/26/2010	07/26/2010

ny-1130020