

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CLARITY WAY, INC.		02/10/2014	CORPORATION: PENNSYLVANIA

**RECEIVING PARTY DATA**

Name:	EBH NORTHEAST SERVICES, INC.
Street Address:	5000 E. Spring Street, Suite 650
City:	Long Beach
State/Country:	CALIFORNIA
Postal Code:	90815
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 5**

Property Type	Number	Word Mark
Registration Number:	4245202	CLARITY WAY MONITORING WITH YOU IN YOUR
Registration Number:	4034915	
Registration Number:	4015157	CLARITY WAY FIND YOUR PATH TO RECOVERY.
Registration Number:	3476530	CW CLARITY WAY DRUG & ALCOHOL REHAB FACI
Registration Number:	3472028	CLARITY WAY

**CORRESPONDENCE DATA**

Fax Number: 8052301355  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 8052301350  
 Email: nabeloe@socalip.com  
 Correspondent Name: SoCal IP Law Group LLP  
 Address Line 1: 310 N. Westlake Blvd., Suite 120  
 Address Line 4: Westlake Village, CALIFORNIA 91362

ATTORNEY DOCKET NUMBER:	E026-G11320
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OP \$140.00 4245202

NAME OF SUBMITTER:	Nicole M. Abeloe
Signature:	/Nicole M. Abeloe/
Date:	02/14/2014
<b>Total Attachments: 5</b> source=E026 EBH - Thunder Road - Trademark Assignment FINAL (execution copy)#page1.tif source=E026 EBH - Thunder Road - Trademark Assignment FINAL (execution copy)#page2.tif source=E026 EBH - Thunder Road - Trademark Assignment FINAL (execution copy)#page3.tif source=E026 EBH - Thunder Road - Trademark Assignment FINAL (execution copy)#page4.tif source=E026 EBH - Thunder Road - Trademark Assignment FINAL (execution copy)#page5.tif	

## ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this “*Assignment*”) made as of February 12, 2014, by CLARITY WAY, INC., a Pennsylvania corporation (“*Assignor*”), to EBH NORTHEAST SERVICES, INC., a Delaware corporation (“*Assignee*”). Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in that certain Asset Purchase Agreement, dated as of February 12, 2014 (the “*Agreement*”).

### RECITALS

WHEREAS, Assignee and Sellers are parties to the Agreement and Assignor is an affiliate of Sellers.

WHEREAS, pursuant to the Agreement, Sellers agreed that Assignor would execute and deliver to Assignee such instruments as the Assignee may reasonably request in order to more effectively assign, transfer, grant, convey, assure and confirm to Assignee and its successors and assigns, or to aid and assist in the collection of or reducing to possession by the Assignee of, all of Assignor’s registered domestic and foreign servicemarks, trademarks, trademark applications and trade names, including without limitation the servicemarks, trademarks, trademark applications and trade names listed in Schedule A annexed hereto and incorporated herein by this reference (collectively, the “*Marks*”).

WHEREAS, Assignor is the owner of all right, title and interest in and to the Marks, together with the goodwill of the business connected with and symbolized by the Marks.

WHEREAS, Assignor desires to transfer and assign to Assignee, and Assignee desires to accept the transfer and assignment of, all of Assignor’s worldwide right, title and interest in and to the Marks, together with the goodwill of the business connected with and symbolized by the Marks.

### AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and in the Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignment of Marks. Assignor does hereby sell, convey, transfer, assign and deliver to Assignee, and its successors and assigns, and Assignee does hereby accept the sale, conveyance, transfer, assignment and delivery of, all of Assignor’s worldwide right, title and interest in, to and under the Marks, together with the goodwill of the business associated therewith and which is symbolized thereby, for the United States and for all foreign countries, all rights to sue for infringement of any Mark, whether arising prior to or subsequent to the date of this Assignment, and any and all renewals and extensions thereof that may hereafter be secured under the laws now or hereafter in effect in the United States, Canada and in any other jurisdiction, the same to be held and enjoyed by Assignee, its successors, assigns or other legal representatives from and after the date hereof as fully and entirely as the same would have been held and enjoyed by the Assignor had this Assignment

not been made.

2. Representations and Warranties. Assignor represents and warrants that:

- (a) Assignor owns the entire right, title and interest in and to the Marks;
- (b) all registrations for the Marks are currently valid and subsisting and in full force and effect;
- (c) Assignor has not licensed the Marks to any other person or entity or granted, either expressly or impliedly, any trademark or servicemark rights with respect to the Marks to any other person or entity;
- (d) there are no liens or security interests against the Marks;
- (e) Assignor has all authority necessary to enter into this Agreement and the execution and delivery of this Agreement has been duly and validly authorized; and
- (f) execution of this Assignment and performance of Assignor's obligations hereunder shall not violate or conflict with any other agreement to which Assignor is a party or provision of Assignor's Articles of Organization or Operating Agreement].

3. Cooperation. Assignor shall provide Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request and expense (including the execution and delivery of any and all affidavits, declarations, oaths, assignments, powers of attorney or other documentation as may be reasonably required): (a) in the preparation and prosecution of any applications for registration or any applications for renewal of a registration covering any of the Marks; (b) in the prosecution or defense of any proceedings, infringement, or other proceedings that may arise in connection with any of the Marks, including, but not limited to, testifying as to any facts relating to the Marks or this Assignment; (c) in obtaining any additional protection that Assignee may deem appropriate which may be secured under the laws now or hereafter in effect in the United States or any other country; and (d) in the implementation or perfection of this Assignment.

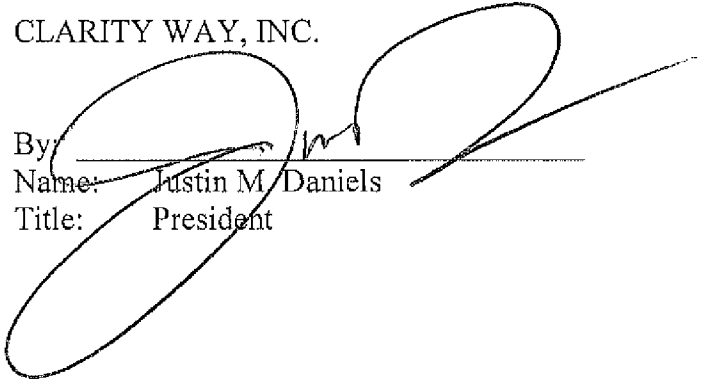
4. Recordation of Assignment. Assignor authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations set forth on Schedule A to Assignee as assignee of Assignor's entire right, title and interest therein. Assignor agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Assignee's ownership of the Marks.

5. Governing Law. Except to the extent that federal law preempts state law with respect to the matters covered hereby, this Assignment of Marks shall be governed by and construed in accordance with the laws of the State of Delaware without regard to the principles of conflicts of laws thereunder.

IN WITNESS WHEREOF, the Assignor has caused its duly authorized officer to execute this Assignment to be effective as of the date first written above.

**ASSIGNOR:**

CLARITY WAY, INC.

By:   
Name: Justin M. Daniels  
Title: President

Signature Page to Assignment of Trademarks

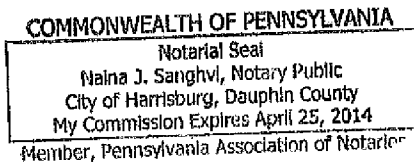
State of Pennsylvania )  
 ) SS:  
County of Dauphin )

On February 10, 2014, before me, Naina J. Sanghvi, a Notary Public, personally appeared Justin M. Daniels, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his authorized signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.


WITNESS my hand and official seal.

Naina Sanghvi  
Notary Public

[place seal here]



**SCHEDULE A**

<b>Servicemark or Trademark</b>	<b>U.S. or Canadian Registration No.</b>	<b>Registration Date</b>
CLARITY WAY MONITORING WITH YOU IN YOUR RECOVERY	4245202	November 20, 2012
	4034915	October 4, 2011
Clarity Way <i>Find your path to recovery.</i>	4015157	August 23, 2011
	3476530	July 29, 2008
CLARITY WAY	3472028	July 22, 2008