TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM300037

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CRC Health Group, Inc.		03/28/2014	CORPORATION: DELAWARE
CRC Health Corporation		03/28/2014	CORPORATION: DELAWARE
Sierra Tucson, Inc.		03/28/2014	CORPORATION: DELAWARE
Aspen Education Group, Inc.		03/28/2014	CORPORATION: CALIFORNIA
Mount Bachelor Educational Center, Inc.		03/28/2014	CORPORATION: OREGON

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	Eleven Madison Avenue, 23rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 33

Property Type	Number	Word Mark
Registration Number:	3449313	BAYSIDE MARIN
Registration Number:	3599092	CATS
Registration Number:	4189842	CENTER FOR HOPE OF THE SIERRAS
Registration Number:	2808348	CRC HEALTH GROUP
Registration Number:	4376611	LIFE HEALING CENTER
Registration Number:	2032002	LIFESTEPS: A JOURNEY TOWARDS EMOTIONAL G
Registration Number:	1716808	SIERRA MODEL
Registration Number:	1619106	SIERRA TUCSON
Registration Number:	1617190	SIERRA TUCSON
Registration Number:	1743704	SIERRA TUCSON
Registration Number:	1615205	SIERRA TUCSON
Registration Number:	4117150	SOBER LIVING BY THE SEA
Registration Number:	4375879	STARLITE RECOVERY CENTER
Registration Number:	1111508	STRUCTURE HOUSE
Registration Number:	2855668	TEENGETGOING

OP $840.00 3449313

Property Type	Number	Word Mark
Registration Number:	3453001	WELLNESS RESOURCE CENTER
Registration Number:	3086812	ADIRONDACK LEADERSHIP EXPEDITIONS
Registration Number:	3759683	ASPEN INSTITUTE FOR BEHAVIORAL ASSESSMEN
Registration Number:	2906435	COPPER CANYON ACADEMY
Registration Number:	3272171	FOUR CIRCLES RECOVERY CENTER
Registration Number:	3205072	ISLAND VIEW
Registration Number:	3452062	PARENTCHECKIN
Registration Number:	2869482	PINE RIDGE ACADEMY
Registration Number:	2831912	STONE MOUNTAIN SCHOOL
Registration Number:	2563095	SUWS
Registration Number:	2771761	SUWS
Registration Number:	2869481	TURN ABOUT RANCH
Registration Number:	4208564	YOUTH CARE
Registration Number:	3140273	SUMMERS THAT CHANGE LIVES
Registration Number:	3239091	A
Serial Number:	85638947	ARC
Serial Number:	85942531	CENTER FOR HOPE
Serial Number:	85868996	CRC

CORRESPONDENCE DATA

Fax Number:

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

Email: marina.kelly@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street

Address Line 2: c/o Cahill Gordon & Reindel LLP

Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera, Legal Assistant
SIGNATURE:	/Marina Kelly, Thomson Reuters /
DATE SIGNED:	04/02/2014

Total Attachments: 16

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 28, 2014, made by CRC Health Group, Inc., a Delaware corporation, CRC Health Corporation, a Delaware corporation, Aspen Education Group, Inc., a California corporation, Sierra Tucson Inc., a Delaware corporation and Mount Bachelor Educational Center, Inc., an Oregon corporation (each a "**Grantor**" and together, the "**Grantors**"), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Second Lien Credit Agreement, dated as of March 28, 2014 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CRC Health Corporation, a Delaware corporation (the "**Borrower**"), CRC Health Group, Inc., a Delaware corporation ("**Holdings**"), the Lenders from time to time party thereto, Credit Suisse AG, Cayman Islands Branch, as Administrative Agent (in such capacity, the "**Administrative Agent**"), Credit Suisse Securities (USA) LLC and Citigroup Global Markets Inc., as Joint Lead Arrangers and Joint Bookrunners and the other agents and parties party thereto.

WHEREAS, the Grantors are party to a Security Agreement, dated as of March 28, 2014 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend credit under the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the "**Security Interest**") in, all of such Grantor's right, title or interest in or to any and all of the Owned Trademarks, including those listed on Schedule I hereto, and all proceeds of the Owned Trademarks, now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest.

SECTION 3. Security Agreement. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and each Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Owned Trademark made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement. This Trademark Security Agreement shall become effective as to the Grantors when a counterpart hereof executed on behalf of each Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantors and the Collateral Agent and their respective permitted successors and assigns. The Collateral Agent may also require that any such documents and signatures delivered by telecopier, .pdf or other electronic imaging means be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier, .pdf or other electronic imaging means.

SECTION 5. Recordation. The Grantors authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

CRC HEALTH CORPORATION
as Borrower

By: _____
Name: LeAnne Stewart
Title: Chief Financial Officer

CRC HEALTH GROUP, INC.,
as Holdings

By: _____
Name: LeAnne Stewart
Title: Chief Financial Officer

4THERAPY.COM NETWORK
ADVANCED TREATMENT SYSTEMS, INC.
AHS OF IDAHO, INC.
ASPEN EDUCATION GROUP, INC.
ASPEN YOUTH, INC.
ATS OF CECIL COUNTY, INC.
ATS OF DELAWARE, INC.
ATS OF NORTH CAROLINA, INC.
AYS MANAGEMENT, INC.
BATON ROUGE TREATMENT CENTER, INC.
BAYSIDE MARIN, INC.
BGI OF BRANDYWINE, INC.
BOWLING GREEN INN OF PENSACOLA, INC.
BOWLING GREEN INN OF SOUTH DAKOTA, INC.
CAMP HUNTINGTON INC.
CAPS OF VIRGINIA, INC.
CARTERSVILLE CENTER, INC.
COMPREHENSIVE ADDICTION PROGRAMS, INC.
CORAL HEALTH SERVICES, INC.
CRC ED TREATMENT, INC.
CRC HEALTH MANAGEMENT, INC.
CRC HEALTH OREGON, INC.
CRC HEALTH TENNESSEE, INC.
CRC RECOVERY, INC.
CRC WEIGHT MANAGEMENT, INC.
GALAX TREATMENT CENTER, INC.
HABIT HOLDINGS, INC.
HABIT OPCO, INC.
JAYCO ADMINISTRATION, INC.
MOUNT BACHELOR EDUCATIONAL CENTER, INC.
NEW LEAF ACADEMY, INC.
NORTHSTAR CENTER, INC.
SAN DIEGO HEALTH ALLIANCE
SHELTERED LIVING INCORPORATED
SIERRA TUCSON INC.
SOBER LIVING BY THE SEA, INC.
STONE MOUNTAIN SCHOOL, INC.
SUNHAWK ACADEMY OF UTAH, INC.
SUWS OF THE CAROLINAS, INC.
TRANSCULTURAL HEALTH DEVELOPMENT, INC.
TREATMENT ASSOCIATES, INC.
TURN-ABOUT RANCH, INC.
VIRGINIA TREATMENT CENTER, INC.
VOLUNTEER TREATMENT CENTER, INC.
YOUTH CARE OF UTAH, INC.
WCHS, INC.
WHITE DEER REALTY, LTD.
WHITE DEER RUN, INC.

WICHITA TREATMENT CENTER INC.
WILDERNESS THERAPY PROGRAMS, INC.
WILMINGTON TREATMENT CENTER, INC.

By: _____
Name: LeAnne Stewart
Title: Chief Financial Officer

ACADEMY OF THE SIERRAS, LLC
ADIRONDACK LEADERSHIP EXPEDITIONS, LLC
ASPEN ACHIEVEMENT ACADEMY, LLC
ASPEN INSTITUTE FOR BEHAVIORAL ASSESSMENT, LLC
ASPEN RANCH, LLC
BECKLEY TREATMENT CENTER, LLC
BROMLEY BROOK SCHOOL, LLC
CHARLESTON TREATMENT CENTER, LLC
CLARKSBURG TREATMENT CENTER, LLC
COPPER CANYON ACADEMY, LLC
CRC HOLDINGS, LLC
CRC WISCONSIN RD, LLC
EAST INDIANA TREATMENT CENTER, LLC
EVANSVILLE TREATMENT CENTER, LLC
FOUR CIRCLES RECOVERY CENTER, LLC
HEALTHY LIVING ACADEMIES, LLC
HUNTINGTON TREATMENT CENTER, LLC
INDIANAPOLIS TREATMENT CENTER, LLC
ISLAND VIEW RESIDENTIAL TREATMENT CENTER, LLC
LOAN ADMINISTRATION, LLC
NATIONAL SPECIALTY CLINICS, LLC
OKS, LLC
OUTBACK THERAPEUTIC EXPEDITIONS, LLC
PARKERSBURG TREATMENT CENTER, LLC
PASSAGES TO RECOVERY, LLC
PHOENIX OUTDOOR, LLC
RICHMOND TREATMENT CENTER, LLC
SOUTHERN INDIANA TREATMENT CENTER, LLC
STRUCTURE HOUSE, LLC
SWIFT RIVER ACADEMY, L.L.C.
TALISMAN ACADEMY, LLC
TS NC, LLC
WHEELING TREATMENT CENTER, LLC
WILLIAMSON TREATMENT CENTER, LLC

By: _____
Name: LeAnne Stewart
Title: Chief Financial Officer

LOAN HOLDINGS, LLC

By LOAN ADMINISTRATION, LLC, its Manager

By: _____
Name: LeAnne Stewart
Title: Chief Financial Officer

ACADEMY OF THE SIERRAS, A HEALTHY LIVING ACADEMY, LLC
HLA-CW, LLC
HLA-WAC, LLC
WELLSPRING COMMUNITY PROGRAMS, LLC

By AYS MANAGEMENT, INC., its Manager

By: _____
Name: LeAnne M. Stewart
Title: Chief Financial Officer

THE CAMP RECOVERY CENTERS, L.P.

By CRC RECOVERY, INC., its General Partner

By: _____
Name: LeAnne Stewart
Title: Chief Financial Officer

CALIFORNIA TREATMENT SERVICES
SAN DIEGO TREATMENT SERVICES

By JAYCO ADMINISTRATION, INC., its Partner

By: _____
Name: LeAnne Stewart
Title: Chief Financial Officer

By TREATMENT ASSOCIATES, INC., its Partner

By: _____
Name: LeAnne Stewart
Title: Chief Financial Officer

MILWAUKEE HEALTH SERVICES SYSTEM

By CORAL HEALTH SERVICES, INC., its Partner

By: _____
Name: LeAnne Stewart
Title: Chief Financial Officer

By WCHS, INC., its Partner

By: _____
Name: LeAnne Stewart
Title: Chief Financial Officer

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH
as Collateral Agent

By:_____
Name: BILL O'DALY
Title AUTHORIZED SIGNATORY

By:_____
Name:
Title: Ryan Long
Authorized Signatory

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARKS:

Trademark	Owner Name	Application Number	Registration Date	Registration Number
ARC	CRC Health Group, Inc.	85638947 30-May-2012		
BAYSIDE MARIN	CRC Health Corporation	77/328455 13-Nov-2007	01-Apr-2008	3449313 17-Jun-2008
CATS	CRC Health Corporation	77/136830 1-Mar-2007	25-Sep-2007	3599092 31-Mar-2009
CENTER FOR HOPE	CRC Health Corporation	89542531 24-May-2013		
CENTER FOR HOPE OF THE SIERRAS	CRC Health Corporation	85492075 09-Dec-2011	29-May-2012	4189842 14-Aug-2012
CRC	CRC Health Corporation	85868996 06-Mar-2013		
CRC HEALTH GROUP	CRC Health Corporation	76/499315 13-Mar-2003	04-Nov-2003	2808348 27-Jan-2004
LIFE HEALING CENTER	CRC Health Corporation	85863382 28-Feb-2013	14-May-2013	4376611 30-Jul-2013
LIFESTEPS: A JOURNEY TOWARDS EMOTIONAL GROWTH		75/039724 03-Jan-1996	29-Oct-1996	2032002 21-Jan-1997
SIERRA MODEL	Sierra Tucson, Inc.	74/168174 20-Mar-1991	23-Jun-1992	1716808 15-Sep-1992
SIERRA TUCSON	Sierra Tucson, Inc.	73/840200 10-Oct-	31-Jul-1990	1619106 23-Oct-1990

		1989		
SIERRA TUCSON	Sierra Tucson, Inc.	73/840201 10-Oct-1989	17-Jul-1990	1617190 09-Oct-1990
SIERRA TUCSON & Design	Sierra Tucson, Inc.	73/840932 10-Oct-1989	06-Oct-1992	1743704 29-Dec-1992
SIERRA TUCSON & Design	Sierra Tucson, Inc.	73/834055 10-Oct-1989	03-Jul-1990	1615205 25-Sep-1990
SOBER LIVING BY THE SEA	CRC Health Corporation	85/233860 03-Feb-2011		4117150 27-Mar-2012
STARLITE RECOVERY CENTER	CRC Health Corporation	85803499 14-Dec-2012	14-May-2013	4375879 30-Jul-2013
STRUCTURE HOUSE	CRC Health Corporation	73/136555 05-Aug-1977		1111508 16-Jan-1979
TEENGETGOING (stylized)	CRC Health Corporation	76/495819 10-Mar-2003	30-Mar-2004	2855668 22-Jun-2004
WELLNESS RESOURCE CENTER	CRC Health Corporation	77/307951 18-Oct-2007	08-Apr-2008	3453001 24-Jun-2008

Trademark	Owner Name	Application Number	Registration Date	Registration Number
ADIRONDACK LEADERSHIP EXPEDITIONS	Aspen Education Group, Inc.	78/254891	25-Apr- 2006	3086812
ASPEN INSTITUTE FOR BEHAVIORAL ASSESSMENT	Aspen Education Group, Inc.	77/005511	16-Mar-2010a	3759683
COPPER CANYON ACADEMY	Aspen Education Group, Inc.	78/272261	30-Nov-2004	2906435
FOUR CIRCLES RECOVERY CENTER	Aspen Education Group, Inc.	78/877069	31-Jul-2007	3272171
ISLAND VIEW	Aspen Education Group, Inc.	78/605535	06-Feb-2007	3205072

Trademark	Owner Name	Application Number	Registration Date	Registration Number
PARENT CHECKIN	Aspen Education Group, Inc.	77/133270	24-Jun-2008	3452062
PINE RIDGE ACADEMY	Aspen Education Group, Inc.	78/254885	31-Aug-2004	2869482
STONE MOUNTAIN SCHOOL	Aspen Education Group, Inc.	78/179754	13-Apr-2004	2831912
SUWS	Aspen Education Group, Inc.	2405454	28-Apr-2006	2405454
SUWS	Aspen Education Group, Inc.	76/064810	23-Apr-2002	2563095
SUWS	Aspen Education Group, Inc.	78/179765	07-Oct-2003	2771761
TURN ABOUT RANCH	Aspen Education Group, Inc.	2405455	30-Mar-2006	2405455
TURN ABOUT RANCH	Aspen Education Group, Inc.	78/254881	03-Aug-2004	2869481
YOUTH CARE	Aspen Education Group, Inc.	85/253966	18-Sep-2012	4208564
SUMMERS THAT CHANGE LIVES	Aspen Education Group, Inc.	78/521474	05-Sep-2006	3140273
A	Aspen Education Group, Inc.	78/756685	08-May-2007	3239091