

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
 Stylesheet Version v1.2

ETAS ID: TM301685

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
American Addiction Centers, Inc.		04/15/2014	CORPORATION: NEVADA

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells Fargo Bank, National Association
<b>Street Address:</b>	5901 Priestly Drive, 1st Floor, Suite 130
<b>City:</b>	Carlsbad
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	92008
<b>Entity Type:</b>	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
<b>Serial Number:</b>	86139337	THIS PLACE
<b>Registration Number:</b>	4417870	AMERICAN ADDICTION CENTERS
<b>Registration Number:</b>	4407048	FITRX
<b>Registration Number:</b>	4406966	FORTERUS
<b>Registration Number:</b>	4406958	THE ACADEMY
<b>Registration Number:</b>	4406957	GREENHOUSE
<b>Registration Number:</b>	4406951	DESERT HOPE
<b>Registration Number:</b>	4406950	LEADING EDGE

**CORRESPONDENCE DATA**

**Fax Number:** 2134306407  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

**Phone:** 213-430-6000  
**Email:** schoi@omm.com  
**Correspondent Name:** Sunna Choi, Esq.  
**Address Line 1:** O'Melveny & Myers LLP  
**Address Line 2:** 400 South Hope Street, 18th Floor  
**Address Line 4:** Los Angeles, CALIFORNIA 90071

<b>ATTORNEY DOCKET NUMBER:</b>	0918120-385
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<b>NAME OF SUBMITTER:</b>	Alexandra C. Echery
<b>SIGNATURE:</b>	/ace/
<b>DATE SIGNED:</b>	04/16/2014
<b>Total Attachments: 4</b> source=American Addiction Centers - TM Security Agreement#page1.tif source=American Addiction Centers - TM Security Agreement#page2.tif source=American Addiction Centers - TM Security Agreement#page3.tif source=American Addiction Centers - TM Security Agreement#page4.tif	

## GRANT OF TRADEMARK SECURITY INTEREST

April 15, 2014

**WHEREAS, AMERICAN ADDICTION CENTERS, INC.**, a Nevada corporation (“**Grantor**”), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

**WHEREAS**, pursuant to the terms of that certain Amended and Restated Security Agreement dated as of April 15, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”; capitalized terms used herein without definition shall have the terms assigned to such terms in the Security Agreement), among Grantor, Wells Fargo Bank, National Association, as secured party for the benefit of the Beneficiaries, administrative agent and collateral agent (in such capacity, “**Secured Party**”), and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the “**Trademark Collateral**”):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or

Grant of Trademark  
Security Interest

received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary;

Notwithstanding the foregoing, the grant, assignment and transfer of a security interest as provided herein shall not include intent-to-use trademarks at all times prior to the first use thereof, whether by the actual use thereof in commerce, the recording of a statement of use with the United States Patent and Trademark Office or otherwise.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral 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.

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**IN WITNESS WHEREOF**, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered as of the date first written above.

**AMERICAN ADDICTION CENTERS, INC.**

By: 


Name: Michael T. Cartwright

Title: Chairman and Chief Executive Officer

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**TRADEMARK**  
**REEL: 005261 FRAME: 0940**

**SCHEDULE A  
TO  
GRANT OF TRADEMARK SECURITY INTEREST**

<b>Trademark</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>	<b>Status</b>	<b>Recorded Lien?</b>
THIS PLACE	86139337	12/10/2013	N/A	N/A	Pending Use-Based Application	No
 American Addiction Centers	85853720	2/19/2013	4417870	10/15/2013	Registered	No
FITRX	85855916	2/21/2013	4407048	9/24/2013	Registered	No
FORTERUS	85854024	2/19/2013	4406966	9/24/2013	Registered	No
THE ACADEMY	85853858	2/19/2013	4406958	9/24/2013	Registered	No
GREENHOUSE	85853810	2/19/2013	4406957	9/24/2013	Registered	No
DESERT HOPE	85853772	2/19/2013	4406951	9/24/2013	Registered	No
LEADING EDGE	85853752	2/19/2013	4406950	9/24/2013	Registered	No