

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301703

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PALM PARTNERS, LLC		04/15/2014	LIMITED LIABILITY COMPANY: FLORIDA
ORCHID HEALTHCARE SERVICES, LLC		04/15/2014	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	FIFTH THIRD BANK
Street Address:	38 Fountain Center
Internal Address:	Fifth Third Center
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45263
Entity Type:	Banking Corporation: OHIO

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3882989	PALM PARTNERS
Serial Number:	85682491	PALM PARTNERS RECOVERY CENTER
Serial Number:	85682350	PALM PARTNER UNIVERSITY
Serial Number:	85682343	HAMILTON RECOVERY CENTER
Serial Number:	85682416	HEALING MIND, BODY AND SOUL
Serial Number:	85682446	LUXURY TREATMENT CENTER
Serial Number:	85682356	LUXURY TREATMENT CENTER

CORRESPONDENCE DATA

Fax Number: 3124568435

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

Phone: 3124568400

Email: munozg@gtlaw.com

Correspondent Name: ERIC J. MAIERS

Address Line 1: 77 W. WACKER DRIVE

Address Line 2: GREENBERG TRAUIG, LLP - SUITE 3100

Address Line 4: CHICAGO, ILLINOIS 60601-1732

TRADEMARK

ATTORNEY DOCKET NUMBER:	073080.015600
NAME OF SUBMITTER:	Eric J. Maiers
SIGNATURE:	/Eric J. Maiers/
DATE SIGNED:	04/16/2014

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 15, 2014 (as amended, restated, supplemented or otherwise modified from time to time, this “Trademark Security Agreement”), is made by PALM PARTNERS, LLC, a Florida limited liability company and ORCHID HEALTHCARE SERVICES, LLC, a Florida limited liability company (each, a “Grantor”), in favor of FIFTH THIRD BANK, an Ohio banking corporation, in its capacity as administrative agent, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders (as defined in the Credit Agreement described below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 15, 2014 (as may be amended, restated, supplemented, extended or otherwise modified from time to time, the “Credit Agreement”), among the Grantors, the other Loan Parties (as defined in the Credit Agreement) party thereto, the Lenders (as defined in the Credit Agreement) from time to time party thereto and the Administrative Agent (the Administrative Agent and the Lenders, together with any Affiliates of the Lenders with respect to Hedging Liability and Bank Product Liability, as such terms are defined in the Credit Agreement, being hereinafter referred to collectively as the “Secured Creditors” and individually as a “Secured Creditor”), the Lenders have agreed to make extensions of credit to the Borrowers (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Security Agreement, dated as of April 15, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) made in favor of the Administrative Agent and the other Secured Creditors, to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers and grant a security interest in substantially all of its assets to the Secured Creditors; and

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein that are not defined herein have the meanings assigned to such terms in the Credit Agreement or Security Agreement, as applicable.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due of the Obligations of such Grantor, hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a continuing first priority security interest, with power of sale upon the occurrence and during the continuance of an Event of Default in accordance with the terms of the Loan Documents, in all of such Grantor’s right, title and interest in, to and under the following Collateral of such Grantor whether presently existing or hereafter created or acquired by or arising in favor of such Grantor and whether owned or consigned by or to, or licensed from or to, each Grantor (collectively, the “Trademark Collateral”):

(a) all of its trademarks, trade names, corporate names, each Grantor's names, business names, fictitious business names, service marks, logos and other source or business identifiers, including, without limitation, those listed on Schedule 1 hereto;

(b) all renewals of the foregoing;

(c) all trademark licenses;

(d) all goodwill of the business connected with the use of, and symbolized by, any of the foregoing; and

(e) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement or other violation thereof.

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 Administrative Agent for the benefit of the Secured Creditors pursuant to the Security Agreement, and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral 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 of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

Section 4. Termination. This Trademark Security Agreement and the security interests granted hereby shall terminate with respect to all Obligations on the Facility Termination Date (as defined in the Security Agreement). Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, take all other actions reasonably requested by the Grantors to evidence and record the release of the security interests in the Trademark Collateral granted herein at the Grantors' cost and expense.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

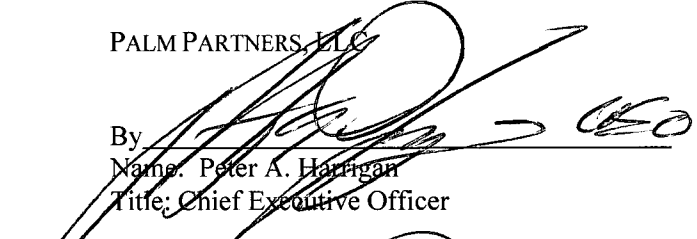
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Florida.

[SIGNATURE PAGES FOLLOW]

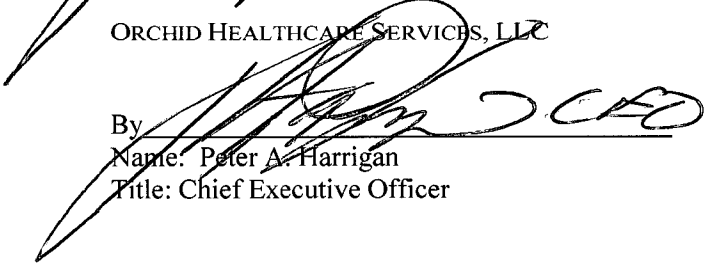
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

PALM PARTNERS, LLC

By 
Name: Peter A. Harrigan
Title: Chief Executive Officer

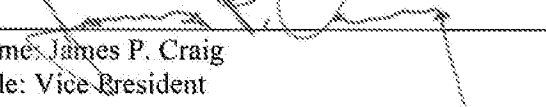
ORCHID HEALTHCARE SERVICES, LLC

By 
Name: Peter A. Harrigan
Title: Chief Executive Officer

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

ACCEPTED AND AGREED
as of the date first above written:

FIFTH THIRD BANK,
as Administrative Agent

By 
Name: James P. Craig
Title: Vice President

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

<u>Owner</u>	<u>Title</u>	<u>Jurisdiction of Registration</u>	<u>Registration/Application Number or Date</u>
Palm Partners, LLC	PALM PARTNERS	USPTO	No. 3,882,989
Palm Partners, LLC	Palm Partners Recovery Center (stylized w/ palm tree)	USPTO	Application Serial No. 85/682,491 (Published for Opposition on Jan 8, 2013)
Palm Partners, LLC	Palm Partner University	USPTO	Application Serial No. 85/682,350 (Published for Opposition on Jan 15 2013)
Palm Partners, LLC	Hamilton Recovery Center	USPTO	Application Serial No. 85/682,343 (Published for Opposition on Jan 8, 2013)
Palm Partners, LLC	Healing Mind, Body and Soul	USPTO	Application Serial no. 85/682,416 (Published for Opposition on Dec. 25, 2012)
Palm Partners, LLC	Luxury Treatment Center (stylized)	USPTO	Application Serial no. 85/682,446 (Filed on July 20, 2012)
Palm Partners, LLC	Luxury Treatment Center	USPTO	Application Serial no. 85/682,356 (On Supplemental Register)

Orchid Healthcare Services, LLC	ORCHID	USPTO	Application Serial No. 85/706,206 (Published for Opposition on January 22, 2013)
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