

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM321026

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MCG Capital Corporation		09/29/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Oceans Healthcare, LLC		
Street Address:	2720 Rue De Jardin		
City:	Lake Charles		
State/Country:	LOUISIANA		
Postal Code:	70605		
Entity Type:	LIMITED LIABILITY COMPANY: LOUISIANA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4193444	OCEANS BEHAVIORAL HOSPITAL	
Registration Number:	4193442	OCEANS HEALTHCARE	
CORRESPONDENCE DATA			
Fax Number:	2142000853		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	214-651-5170		
Email:	jennifer.pierce@haynesboone.com		
Correspondent Name:	Samuel Jo, Haynes and Boone, LLP		
Address Line 1:	2323 Victory Avenue, Suite 700		
Address Line 4:	Dallas, TEXAS 75219		
ATTORNEY DOCKET NUMBER:	49902.8 SAM JO		
NAME OF SUBMITTER:	Jennifer Pierce		
SIGNATURE:	/jennifer pierce/		
DATE SIGNED:	10/23/2014		
Total Attachments: 9			
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ASSIGNMENT, ASSUMPTION AND ACCEPTANCE

THIS ASSIGNMENT, ASSUMPTION AND ACCEPTANCE AGREEMENT (as amended and modified from time to time, this "Assignment") is dated as of September 29, 2014, by and among **ASSIGNOR** (as identified on the signature page hereto), and **ASSIGNEE** (as identified on the signature page hereto), and **ADMINISTRATIVE AGENT** (as identified on the signature page hereto). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Credit Agreement (as defined below).

WHEREAS, this Assignment is being executed and delivered in accordance with that certain Senior Credit Facility Agreement dated as of December 27, 2012 (as amended by that certain First Amendment to Senior Credit Facility Agreement, Certain Loan Documents and Joinder dated as of June 18, 2013, that certain Second Amendment to Senior Credit Facility Agreement dated as of August 2, 2013, and that certain Third Amendment to Senior Credit Facility Agreement dated as of January 23, 2014), the "Credit Agreement") by and among (a) **Oceans Acquisition, Inc.**, a Delaware corporation ("Oceans Acquisition"); (b) **Oceans Real Property Acquisition, LLC**, a Delaware limited liability company ("Oceans Real Property Acquisition"); (c) **Oceans Healthcare, L.L.C.**, a Louisiana limited liability company ("Oceans Healthcare") (d) **Oceans Hospital of Alexandria, L.L.C.**, a Louisiana limited liability company ("Oceans Alexandria"); (e) **Oceans Behavioral Hospital of Greater New Orleans, L.L.C.**, a Louisiana limited liability company ("Oceans New Orleans"); (f) **Oceans Behavioral Hospital of Opelousas, L.L.C.**, a Louisiana limited liability company ("Oceans Opelousas"); (g) **Oceans Behavioral Hospital of Kentwood, L.L.C.**, a Louisiana limited liability company ("Oceans Kentwood"); (h) **Oceans Behavioral Hospital of Baton Rouge, L.L.C.**, a Louisiana limited liability company ("Oceans Baton Rouge"); (i) **Oceans Behavioral Hospital of Deridder, L.L.C.**, a Louisiana limited liability company ("Oceans Deridder"); (j) **Oceans Behavioral Hospital of Lafayette, L.L.C.**, a Louisiana limited liability company (f.k.a. Oceans Behavioral Health Hospital of Lafayette, L.L.C.) ("Oceans Lafayette"); (k) **Woodlands Behavioral Center, LLC**, a Louisiana limited liability company (f.k.a. Winn Rehabilitation Hospital, L.L.C.) ("Woodlands"); (l) **Oceans Behavioral Hospital of Lake Charles, L.L.C.**, a Louisiana limited liability company ("Oceans Lake Charles"); (m) **Behavioral Health Center of the Permian Basin, LLC**, a Texas limited liability company ("Oceans Permian Basin"); (n) **Oceans Behavioral Hospital of Abilene, LLC**, a Texas limited liability company ("Oceans Abilene") and (o) **Oceans Real Property Holdings, LLC**, a Delaware limited liability company ("Oceans Real Property Holdings"), and together with Oceans Acquisition, Oceans Real Property Acquisition, Oceans Healthcare, Oceans Alexandria, Oceans New Orleans, Oceans Opelousas, Oceans Kentwood, Oceans Baton Rouge, Oceans Deridder, Oceans Lafayette, Woodlands, Oceans Lake Charles, Oceans Permian Basin, Oceans Abilene and any other Person (including each of the direct and indirect Subsidiaries of Borrowers and/or **Oceans Holdings, LLC**) that at any time after the date hereof becomes a Borrower, each a "Borrower" and collectively, "Borrowers"; **Oceans Holdings, LLC**, a Delaware limited liability company, as Guarantor; and each financial institution that from time to time is a "**LENDER**" thereunder (individually a "Lender"; collectively, the "Lenders"); and **Administrative Agent**; and

WHEREAS, Assignee wishes to become a Lender under the Credit Agreement (or to increase its Commitment Percentage thereunder) and wishes to purchase and assume from Assignor the rights, obligations and commitments of a Lender thereunder, as is identified on Schedule 1 hereto; and

WHEREAS, Assignor wishes to sell and assign to Assignee such portion of Assignor's rights, obligations and commitments under the Credit Agreement, as is identified on Schedule 1 hereto;

NOW, THEREFORE, for good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), and intending to be legally bound hereby, Assignor and Assignee hereby agree as follows:

1. Assignor hereby absolutely and irrevocably sells and assigns to Assignee, and Assignee hereby absolutely and irrevocably purchases and assumes from Assignor, an interest in and to Assignor's rights and obligations under the Credit Agreement as of the Effective Date (as defined in Section 4 hereof) equal to the percentage interest specified on Schedule 1 hereto of all outstanding rights and obligations under the Credit Agreement. After giving effect to such sale and assignment, Assignee's commitments and the amount of the Advances owing to Assignee will be as set forth on Schedule 1 hereto.

Redacted

Redacted

8. This Assignment shall be deemed to be a contract under seal and shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to conflicts of laws principles.

9. Unless otherwise defined herein or the context otherwise requires, terms used in this Assignment (including its preamble and recitals) have the meanings provided in the Credit Agreement.

10. Assignee agrees that at any time, and from time to time (upon the written request of Assignor or Administrative Agent), Assignee will execute and deliver such further documents and do such further acts and things as Assignor or Administrative Agent may reasonably request in order to effect the purposes of this Assignment.

11. Assignor agrees that at any time, and from time to time (upon the written request of Assignee or Administrative Agent), Assignor will execute and deliver such further documents and do such further acts and things as Assignee or Administrative Agent may reasonably request in order to effect the purposes of this Assignment.

12. This Assignment may be executed in any number of counterparts and by different parties hereto in separate 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. Delivery of an executed counterpart of Schedule 1 to this Assignment by telecopier shall be effective as delivery of a manually executed counterpart of this Assignment.

IN WITNESS WHEREOF, Assignor and Assignee have caused Schedule 1 to this Assignment to be executed by their officers duly authorized as of the date specified thereon.

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SCHEDULE 1
to
ASSIGNMENT, ASSUMPTION AND ACCEPTANCE

	<u>Term Loan A</u>	<u>Term Loan B</u>	<u>Line of Credit</u>
1. Percentage interest assigned:	N/A	N/A	100%

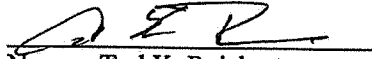
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Schedule 1
To Assignment, Assumption and Acceptance
(MCG Capital Corporation)

TRADEMARK
REEL: 005386 FRAME: 0823

MCG CAPITAL CORPORATION,
as Assignor

By:



Name: Tod K. Reichert


Title: Executive Vice President

Dated: September 29, 2014

Signature Page to
Assignment, Assumption and Acceptance
(MCG Capital Corporation)

TRADEMARK
REEL: 005386 FRAME: 0824

ELM PARK CAPITAL MANAGEMENT, LLC,
as Assignee

By: 
Name: Charles Winograd
Title: Authorized Signatory

Dated: September 29, 2014

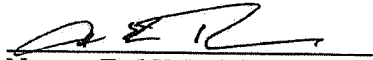
Signature Page to
Assignment, Assumption and Acceptance
(MCG Capital Corporation)

TRADEMARK
REEL: 005386 FRAME: 0825

Effective Date: Accepted as of September 29, 2014

MCG CAPITAL CORPORATION,
as Administrative Agent

By:


Name: Tod K. Reichert
Title: Executive Vice President

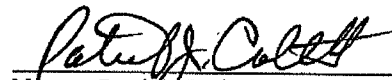
Signature Page to
Assignment, Assumption and Acceptance
(MCG Capital Corporation)

TRADEMARK
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Acknowledged:

OCEANS ACQUISITION, INC., a Delaware corporation
OCEANS REAL PROPERTY ACQUISITION, LLC, a Delaware limited liability company
OCEANS HEALTHCARE, L.L.C., a Louisiana limited liability company
OCEANS HOSPITAL OF ALEXANDRIA, L.L.C., a Louisiana limited liability company
OCEANS BEHAVIORAL HOSPITAL OF GREATER NEW ORLEANS, L.L.C., a Louisiana limited liability company
OCEANS BEHAVIORAL HOSPITAL OF OPELOUSAS, L.L.C., a Louisiana limited liability company
OCEANS BEHAVIORAL HOSPITAL OF KENTWOOD, L.L.C., a Louisiana limited liability company
OCEANS BEHAVIORAL HOSPITAL OF BATON ROUGE, L.L.C., a Louisiana limited liability company
OCEANS BEHAVIORAL HOSPITAL OF DERIDDER, L.L.C., a Louisiana limited liability company
OCEANS BEHAVIORAL HOSPITAL OF LAFAYETTE, L.L.C., a Louisiana limited liability company
WOODLANDS BEHAVIORAL CENTER, LLC, a Louisiana limited liability company
OCEANS BEHAVIORAL HOSPITAL OF LAKE CHARLES, L.L.C., a Louisiana limited liability company
OCEANS REAL PROPERTY HOLDINGS, LLC, a Delaware limited liability company
BEHAVIORAL HEALTH CENTER OF THE PERMIAN BASIN, LLC, a Texas limited liability company
OCEANS BEHAVIORAL HOSPITAL OF ABILENE, LLC, a Texas limited liability company

By:



Name: Patrick Corbett

Title: Chief Financial Officer

Signature Page to
Assignment, Assumption and Acceptance
(MCG Capital Corporation)