

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM321031

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Oceans Healthcare, LLC		09/29/2014	LIMITED LIABILITY COMPANY: LOUISIANA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Elm Park Capital Management, LLC		
<b>Street Address:</b>	2101 Cedar Springs Rd., Suite 700		
<b>City:</b>	Dallas		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75201		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4193444	OCEANS BEHAVIORAL HOSPITAL	
<b>Registration Number:</b>	4193442	OCEANS HEALTHCARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	214-651-5170		
<b>Email:</b>	jennifer.pierce@haynesboone.com		
<b>Correspondent Name:</b>	Samuel Jo, Haynes and Boone, LLP		
<b>Address Line 1:</b>	2323 Victory Lane, Suite 700		
<b>Address Line 4:</b>	Dallas, TEXAS 75219		
<b>ATTORNEY DOCKET NUMBER:</b>	49902.8		
<b>NAME OF SUBMITTER:</b>	Jennifer Pierce		
<b>SIGNATURE:</b>	/jennifer pierce/		
<b>DATE SIGNED:</b>	10/23/2014		
<b>Total Attachments: 9</b>			
source=49902-8-Elm-Park-Capital-MCG-Capital#page1.tif			
source=49902-8-Elm-Park-Capital-MCG-Capital#page2.tif			
source=49902-8-Elm-Park-Capital-MCG-Capital#page3.tif			
source=49902-8-Elm-Park-Capital-MCG-Capital#page4.tif			

OP \$65.00 4193444

TRADEMARK

source=49902-8-Elm-Park-Capital-MCG-Capital#page5.tif  
source=49902-8-Elm-Park-Capital-MCG-Capital#page6.tif  
source=49902-8-Elm-Park-Capital-MCG-Capital#page7.tif  
source=49902-8-Elm-Park-Capital-MCG-Capital#page8.tif  
source=49902-8-Elm-Park-Capital-MCG-Capital#page9.tif

## 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.

D-2307193\_2

**TRADEMARK**  
**REEL: 005386 FRAME: 0858**

[BALANCE OF PAGE INTENTIONALLY BLANK]

D-2307193\_2

**TRADEMARK**  
**REEL: 005386 FRAME: 0859**

**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%

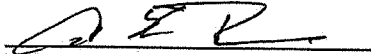
Redacted

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

**TRADEMARK**  
**REEL: 005386 FRAME: 0860**

**MCG CAPITAL CORPORATION,**  
as Assignor

By:



Name: Tod K. Reichert

Title: Executive Vice President

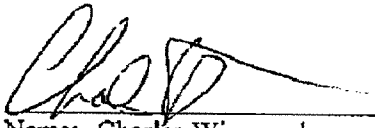
Dated: September 29, 2014

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

**TRADEMARK**  
**REEL: 005386 FRAME: 0861**



**ELM PARK CAPITAL MANAGEMENT, LLC,**  
as Assignee

By:   
Name: Charles Winograd  
Title: Authorized Signatory

Dated: September 29, 2014

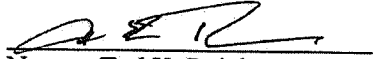
Signature Page to  
Assignment, Assumption and Acceptance  
(MCG Capital Corporation)

**TRADEMARK**  
**REEL: 005386 FRAME: 0862**

Effective Date: Accepted as of September 29, 2014

**MCG CAPITAL CORPORATION,**  
as Administrative Agent

By:

  
Name: Tod K. Reichert  
Title: Executive Vice President

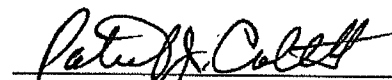
Signature Page to  
Assignment, Assumption and Acceptance  
(MCG Capital Corporation)

**TRADEMARK**  
**REEL: 005386 FRAME: 0863**

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)