

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327925

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Massachusetts Behavioral Health Partnership		12/23/2014	PARTNERSHIP: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch, as Colateral Agent		
Street Address:	677 Washington Blvd.		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Banking Corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2865004	MBHP MASSACHUSETTS BEHAVIORAL HEALTH PAR	
Registration Number:	2865003	MBHP	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<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:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Latham & Watkins LLP c/o Angela M. Amaru		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	029217-0261		
NAME OF SUBMITTER:	Angela M. Amaru		
SIGNATURE:	/s/ Angela M. Amaru		
DATE SIGNED:	01/05/2015		
Total Attachments: 5			
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**NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN U.S. TRADEMARKS**

This NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN U.S. TRADEMARKS (this "Agreement"), dated as of December 23, 2014, is made by Massachusetts Behavioral Health Partnership, a Massachusetts general partnership (the "Grantor"), in favor of UBS AG, Stamford Branch, as collateral agent (in such capacity, the "Collateral Agent") for the several banks and other financial institutions (the "Lenders") from time to time parties to the Credit Agreement, dated as of December 23, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Beacon Health Vista Merger Sub, Inc., a Virginia corporation ("Merger Sub", and as further defined therein, the "Borrower"), the Lenders from time to time party thereto, and UBS AG, Stamford Branch, as the Administrative Agent, the Collateral Agent, a Letter of Credit Issuer and the Swingline Lender.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower, the Swingline Lender to make the Swingline Loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit for the account of Holdings, the Borrower and the Restricted Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security Agreement, dated as of December 23, 2014 in favor of the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in all Trademark Collateral (as defined below).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans and the Swingline Lender to make the Swingline Loans and the Letter of Credit Issuer to issue Letters of Credit for the account of Holdings, the Borrower and the Restricted Subsidiaries and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements or Secured Hedge Agreements with the Borrower and/or its Subsidiaries, Grantor agrees, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.
2. Notice and Confirmation of Grant of Security Interest. Grantor hereby confirms that it has granted a security interest in all of Grantor's right, title and interest in, to and under the Trademarks constituting Collateral (including, without limitation, those items listed on Schedule

A hereto), including the goodwill associated with or symbolized by such Trademarks and all rights to sue or otherwise recover for any past, present and future infringement, dilution or other impairment thereof, including the right to receive all Proceeds therefrom (collectively, the “Trademark Collateral”), to the Collateral Agent for the benefit of the Secured Parties as collateral security for prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor’s “intent to use” such trademarks or service marks will not be deemed to be Trademark Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the confirmation of grant of security interest with the United States Patent and Trademark Office. The security interest confirmed hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MASSACHUSETTS BEHAVIORAL HEALTH
PARTNERSHIP,
as the Grantor

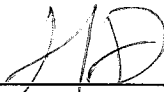
By: ValueOptions, Inc., a Virginia corporation, its
general partner

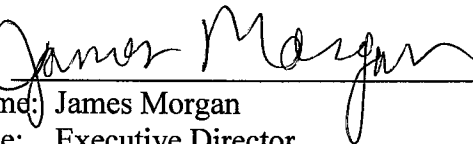
By: 
Name: Rebecca White
Title: Assistant Secretary

By: OPTIONS Health Care, Inc., a Delaware
corporation, its general partner

By: 
Name: Rebecca White
Title: Assistant Secretary

UBS AG, STAMFORD BRANCH,
as the Collateral Agent

By: 
Name: Housseem Daly
Title: Associate Director

By: 
Name: James Morgan
Title: Executive Director

SCHEDULE A

FEDERAL TRADEMARKS

OWNER	MARK	CLASS	STATUS
Massachusetts Behavioral Health Partnership	MBHP Massachusetts Behavioral Health Partnership (and design)	44	Registered Reg. No. 2865004
Massachusetts Behavioral Health Partnership	MBHP (typed drawing)	44	Registered Reg. No. 2865003