

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM363923

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

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Solid Landings Behavioral Health, Inc.		11/20/2015	CORPORATION: CALIFORNIA
Rock Solid Recovery		11/20/2015	CORPORATION: CALIFORNIA
H&J Toxicology, LLC		11/20/2015	LIMITED LIABILITY COMPANY: DELAWARE

## RECEIVING PARTY DATA

<b>Name:</b>	Capstar Bank
<b>Street Address:</b>	201 4th Avenue North
<b>Internal Address:</b>	Suite 950
<b>City:</b>	Nashville
<b>State/Country:</b>	TENNESSEE
<b>Postal Code:</b>	37219
<b>Entity Type:</b>	banking corporation: TENNESSEE

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
<b>Serial Number:</b>	86627213	H & J TOXICOLOGY
<b>Serial Number:</b>	86605791	ROCK SOLID RECOVERY
<b>Serial Number:</b>	86612298	ROCK SOLID RECOVERY
<b>Serial Number:</b>	85961722	SURE HAVEN
<b>Registration Number:</b>	4724384	SURE HAVEN AN AFFILIATE OF SOLID LANDING
<b>Registration Number:</b>	4625768	SOLID LANDINGS BEHAVIORAL HEALTH RECOVER
<b>Registration Number:</b>	4625767	SOLIDLANDINGS BEHAVIORAL HEALTH RECOVERY
<b>Registration Number:</b>	4625766	ROCK SOLID RECOVERY
<b>Registration Number:</b>	4724383	ROCK SOLID RECOVERY AN AFFILIATE OF SOLI

## CORRESPONDENCE DATA

Fax Number: 6152482954

*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.*

Phone: 615-742-7944

Email: trademarks@bassberry.com

TRADEMARK

**Correspondent Name:** Martha B. Allard and Robert L. Brewer  
**Address Line 1:** 150 3rd Ave. S.  
**Address Line 2:** Suite 2800  
**Address Line 4:** Nashville, TENNESSEE 37201

**ATTORNEY DOCKET NUMBER:** 117856-200

**NAME OF SUBMITTER:** Martha B. Allard

**SIGNATURE:** /Martha B. Allard/

**DATE SIGNED:** 11/30/2015

**Total Attachments: 5**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (the "Agreement"), dated as of November 20, 2015, is made by SOLID LANDINGS BEHAVIORAL HEALTH, INC., a California corporation ("Solid Landings"), ROCK SOLID RECOVERY, a California corporation ("Rock Solid"), and H&J TOXICOLOGY, LLC, a Delaware limited liability company ("H&J"), and together with Solid Landings and Rock Solid, collectively, the "Debtors" and each, individually, a "Debtor", in favor of CAPSTAR BANK (the "Lender").

### RECITALS:

A. The Debtors and certain of their affiliates (collectively, the "Borrowers") have entered into that certain Loan and Security Agreement, dated as of the date hereof, with the Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to the terms of which the Lender has made loans and certain financial accommodations to the Borrowers, as more particularly described therein.

B. Pursuant to terms of the Loan Agreement, the Debtors are required to execute and deliver this Agreement to the Lender.

### AGREEMENTS:

**NOW, THEREFORE**, in consideration of the agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein shall have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Debtor hereby grants to the Lender a continuing first priority security interest in all of such Debtor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise, and all common-law rights related thereto, including, without limitation, any of the foregoing referred to in Schedule 1 attached hereto, and (ii) the right to obtain all renewals thereof (collectively, the "Trademarks", and each, individually, a "Trademark");

(b) any agreement, whether written or oral, providing for the grant by or to such Debtor of any right to use any Trademark, including, without limitation, any of the foregoing referred to in Schedule 1 (collectively, the "Trademark Licenses");

(c) all reissues, continuations or extensions of the Trademarks and the Trademark Licenses;

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Debtor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY FOR OBLIGATIONS. This Agreement and the security interest created hereby secure the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by the Debtors, the Borrower Parties, the Guarantors, or any of them, to the Lender, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving any Debtor, any Borrower Party or any Guarantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with and are confirmatory of, the security interests granted to the Lender pursuant to the Loan Agreement. Each Debtor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Debtor shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. The Debtors shall give prompt notice in writing to the Lender with respect to any such new trademark registration or renewal or extension of any trademark registration. Without limiting the Debtors' obligations under this Section 5, each Debtor hereby authorizes the Lender unilaterally to modify this Agreement by amending Schedule 1 to include any such new trademark rights of such Debtor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule 1 shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on Schedule 1.

6. COUNTERPARTS. This 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. In the event that any signature is delivered by facsimile transmission, such signature shall create a valid binding obligation of the party executing (or on whose behalf such signature is executed) the same with the same force and effect as if such facsimile signature were the original thereof.

7. GOVERNING LAW. This Agreement and the rights and obligations of the parties under this Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Tennessee without reference to the conflicts or choice of law principles thereof.

*[Remainder of Page Intentionally Left Blank. Signature Pages Follow.]*

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

SOLID LANDINGS BEHAVIORAL HEALTH, INC.  
ROCK SOLID RECOVERY  
H&J TOXICOLOGY, LLC

By: \_\_\_\_\_

Name: Kevin D. Gallagher

Title: Chief Financial Officer

*[Lender's Acknowledgment Page Follows]*

Lender's Acknowledgment Page to Trademark Security Agreement

ACCEPTED AND ACKNOWLEDGED BY:

CAPSTAR BANK


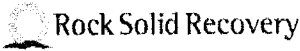



By: 

Name: DAVID F BACON JR

Title: SVP

**SCHEDULE 1**

**Trademark Registrations/Applications**

<b>Trademark</b>	<b>Owner</b>	<b>Status</b>	<b>Application / Application Date</b>	<b>Registration / Registration Date</b>
H & J TOXICOLOGY	H&J Toxicology, LLC	Pending	86627213 May 12, 2015	N/A
 Rock Solid Recovery	Rock Solid Recovery	Pending	86605791 April 22, 2015	N/A
 Rock Solid Recovery	Rock Solid Recovery	Pending	86612298 April 28, 2015	N/A
SURE HAVEN	Solid Landing Behavioral Health, Inc.	Registered	85961722	4685433 February 10, 2015
 <b>sure</b>  <b>haven</b> <small>Behavioral Health, Inc.</small>	Solid Landing Behavioral Health, Inc.	Registered	85961709	4724384 April 21, 2015
SOLID LANDINGS BEHAVIORAL HEALTH RECOVERY INDIVIDUALIZED	Solid Landing Behavioral Health, Inc.	Registered	85961686	4625768 October 21, 2014
<b>SolidLandings</b> Behavioral Health <i>Recovery... Individualized.</i>	Solid Landing Behavioral Health, Inc.	Registered	85961657	4625767 October 21, 2014
ROCK SOLID RECOVERY	Solid Landing Behavioral Health, Inc.	Registered	85961590	4625766 October 21, 2014
 <b>Rock Solid Recovery</b> <small>Behavioral Health, Inc.</small>	Solid Landing Behavioral Health, Inc.	Registered	85961565	4724383 April 21, 2015

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