

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM365357

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUN BEHAVIORAL HEALTH, INC.		12/10/2015	CORPORATION: DELAWARE
SUN BEHAVIORAL DELAWARE, LLC		12/10/2015	LIMITED LIABILITY COMPANY: DELAWARE
SUN HOUSTON, LLC		12/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
COLUMBUS BEHAVIORAL HEALTH, LLC		12/10/2015	LIMITED LIABILITY COMPANY: DELAWARE
SUN KENTUCKY, LLC		12/10/2015	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 W. SIX MILE ROAD		
Internal Address:	MC 7512		
City:	LIVONIA		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	TEXAS BANKING ASSOCIATION: TEXAS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	4844523	SUN BEHAVIORAL HEALTH	
Registration Number:	4812797	SOLVING UNMET NEEDS	
CORRESPONDENCE DATA			
Fax Number:	8585506420		
<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:	858-550-6433		
Email:	jmfitzpatrick@oxfordfinance.com		
Correspondent Name:	Jennifer Fitzpatrick		
Address Line 1:	c/o Cooley LLP		
Address Line 2:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		

TRADEMARK

ATTORNEY DOCKET NUMBER:	036703-1775 SUN
NAME OF SUBMITTER:	JENNIFER FITZPATRICK
SIGNATURE:	/JENNIFER FITZPATRICK/
DATE SIGNED:	12/10/2015
Total Attachments: 7 source=SUN signed IPSA#page1.tif source=SUN signed IPSA#page2.tif source=SUN signed IPSA#page3.tif source=SUN signed IPSA#page4.tif source=SUN signed IPSA#page5.tif source=SUN signed IPSA#page6.tif source=SUN signed IPSA#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of December 10, 2015 by and between **COMERICA BANK** (“**Bank**”) and **SUN BEHAVIORAL HEALTH, INC.**, a Delaware corporation (“**Health**”) and each of the parties listed on Annex A attached hereto and each additional party added as a Borrower from time to time (each, including Health, individually and collectively, jointly and severally, “**Grantor**”).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, restated, modified or supplemented from time to time, the “Loan Agreement”); capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of the Obligations, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Obligations, Grantor grants and pledges to Bank a security interest in all of Grantor’s right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights that, as of the date hereof, Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

Address of Grantors:

12 Broad Street, Suite 403
Red Bank, NJ 07701
Attn: EDUARDO MEDEIROS

SUN BEHAVIORAL HEALTH, INC.

By: *Eduardo S. Medeiros*
Name: EDUARDO MEDEIROS
Title: CFO

SUN BEHAVIORAL DELAWARE, LLC

By: *Eduardo S. Medeiros*
Name: EDUARDO MEDEIROS
Title: CFO

SUN HOUSTON, LLC

By: *Eduardo S. Medeiros*
Name: EDUARDO MEDEIROS
Title: CFO

COLUMBUS BEHAVIORAL HEALTH, LLC

By: *Eduardo S. Medeiros*
Name: EDUARDO MEDEIROS
Title: MANAGER

SUN KENTUCKY, LLC

By: *Eduardo S. Medeiros*
Name: EDUARDO MEDEIROS
Title: VP & SECRETARY

BANK:

Address of Bank:

M/C 7512
39200 Six Mile Road
Livonia, MI 48152
Attn: Livonia Operations Center

COMERICA BANK

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

Address of Grantors:

12 Broad Street, Suite 403
Red Bank, NJ 07701
Attn: _____

SUN BEHAVIORAL HEALTH, INC.

By: _____
Name: _____
Title: _____

SUN BEHAVIORAL DELAWARE, LLC

By: _____
Name: _____
Title: _____

SUN HOUSTON, LLC

By: _____
Name: _____
Title: _____

COLUMBUS BEHAVIORAL HEALTH, LLC

By: _____
Name: _____
Title: _____

SUN KENTUCKY, LLC


By: _____
Name: _____
Title: _____

BANK:

Address of Bank:

M/C 7512
39200 Six Mile Road
Livonia, MI 48152
Attn: Livonia Operations Center

COMERICA BANK

By: 
Name: Walter Weston
Title: VP

ANNEX A

SUN BEHAVIORAL HEALTH, INC.
SUN BEHAVIORAL DELAWARE, LLC
SUN HOUSTON, LLC
COLUMBUS BEHAVIORAL HEALTH, LLC
SUN KENTUCKY, LLC

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None.		

EXHIBIT B

Patents

Description	Patent / Application Number	Issue / Application Date
None.		

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Serial Number</u>	<u>Registration/ Application Date</u>
SUN BEHAVIORAL HEALTH	4,844,523	11/03/15
SOLVING UNMET NEEDS	4,812,797	09/15/15