

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM367638

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	1

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Foundation Healthcare, Inc.		12/31/2015	CORPORATION: OKLAHOMA

RECEIVING PARTY DATA

Name:	Texas Capital Bank, National Association
Street Address:	2000 McKinney Ave, Suite 700
City:	Dallas
State/Country:	TEXAS
Postal Code:	75201
Entity Type:	INC. ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	2573565	F
Registration Number:	2624483	F
Registration Number:	2624484	FOUNDATION
Registration Number:	2668387	FOUNDATION
Registration Number:	3319063	WEIGHTWISE BARIATRIC PROGRAM
Registration Number:	3319064	WEIGHTWISE BARIATRIC PROGRAM
Registration Number:	3423439	COOKWISE
Registration Number:	3560073	THIS CITY IS GOING ON A DIET!
Registration Number:	4045634	FOUNDATION HEALTHCARE AFFILIATES

CORRESPONDENCE DATA

Fax Number:

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: 2149546858

Email: lroussev@mcsllaw.com

Correspondent Name: Leslie Roussev

Address Line 1: 2501 N. Harwood street, suite 1800

Address Line 4: Dallas, TEXAS 75201

OP \$240.00 2573565

NAME OF SUBMITTER:	Leslie Roussev
SIGNATURE:	/Leslie Roussev/
DATE SIGNED:	12/31/2015
Total Attachments: 5 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "*Trademark Security Agreement*"), dated as of December 31, 2015, is between FOUNDATION HEALTHCARE, INC., an Oklahoma corporation (the "*Grantor*"), and TEXAS CAPITAL BANK, NATIONAL ASSOCIATION, in its capacity as a Secured Party and as administrative agent under the Credit Agreement (together with its successors and assigns, the "*Secured Party*").

RECITALS

WHEREAS, Secured Party, Grantor, and the Secured Parties party thereto (the "*Secured Parties*") have entered into that certain Credit Agreement dated of even date herewith (as it may be amended, restated or modified from time to time, the "*Credit Agreement*").

WHEREAS, Secured Party and Grantor is entered into that certain Security Agreement dated on or about even date herewith (as it may be amended, restated or modified from time to time, the "*Security Agreement*") in order to, among other things, induce Secured Party to enter into and extend credit to Grantor under the Credit Agreement.

WHEREAS, pursuant to the terms of the Security Agreement, Grantor granted to Secured Party a security interest in, among other collateral security, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark registrations, trademark applications, service marks, service mark registrations, service mark applications, marks, business marks, brand names, trade names, names, proprietary information, customer lists, designs, inventions, logos and slogans (collectively "*Trademarks*") and all licenses held by Grantor related to the Trademarks (the "*Licenses*") together with the goodwill of the business symbolized by the Trademarks of Grantor and all proceeds thereof, to secure the payment of all Obligations (as defined in the Security Agreement);

WHEREAS, pursuant to the Security Agreement, Grantor has agreed to execute and deliver to Secured Party this Trademark Security Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

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

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

(a) all of its Trademarks and Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all reissues, continuations or extensions of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Licenses; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Licenses.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantor to Secured Party, whether or not they are unenforceable or not allowable due to the existence of any bankruptcy or insolvency proceeding involving Grantor.

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

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

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not


limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.




GRANTOR:

FOUNDATION HEALTHCARE, INC.

By: 

Stanton M. Nelson, CEO

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

MARK	REG. NO.	REG. DATE	OWNER
	2,573,565	05/28/2002	Foundation Healthcare, Inc.
	2,624,483	09/24/2002	Foundation Healthcare, Inc.
FOUNDATION	2,624,484	09/24/2002	Foundation Healthcare, Inc.
FOUNDATION	2,668,387	12/31/2002	Foundation Healthcare, Inc.
	3,319,063	10/23/2007	Foundation Healthcare, Inc.
WEIGHTWISE BARIATRIC PROGRAM	3,319,064	10/23/2007	Foundation Healthcare, Inc.
COOKWISE	3,423,439	05/06/2008	Foundation Healthcare, Inc.
THIS CITY IS GOING ON A DIET!	3,560,073	01/13/2009	Foundation Healthcare, Inc.
FOUNDATION HEALTHCARE AFFILIATES	4,045,634	10/25/2011	Foundation Healthcare, Inc.