

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM384213

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SUMMIT BHC STATESBORO, LLC		05/12/2016	Limited Liability Company: GEORGIA
WILLINGWAY, INC.		05/12/2016	Corporation: GEORGIA
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 W. SIX MILE ROAD		
Internal Address:	MC 7512		
City:	LIVONIA		
State/Country:	CALIFORNIA		
Postal Code:	48152		
Entity Type:	TEXAS BANKING ASSOCIATION: TEXAS		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	4553457	THE ADDICTION TREATMENT EXPERTS	
Registration Number:	4363450	W	
Registration Number:	1161456	WILLINGWAY	
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@cooley.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		
ATTORNEY DOCKET NUMBER:	036703-1767 SUMMIT		
NAME OF SUBMITTER:	JENNIFER FITZPATRICK		
SIGNATURE:	/JENNIFER FITZPATRICK/		
DATE SIGNED:	05/12/2016		

CH \$90.00 4553457

Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of May 12, 2016 by and between **COMERICA BANK** ("**Bank**") and **SUMMIT BHC STATESBORO, LLC**, a Georgia limited liability company ("**Statesboro**") and **WILLINGWAY, INC.**, a Georgia corporation ("**Willingway**"; with Statesboro, each, a "**Grantor**," and collectively, the "**Grantors**").

RECITALS

A. Summit Behavioral Healthcare, LLC ("**SBH**"), Summit BHC Egypt, LLC ("**Egypt**"), SUMMIT BHC LAFAYETTE, LLC ("**Lafayette**"), Summit Healthcare Management, LLC ("**Management**"), Summit BHC Sacramento, LLC ("**Sacramento**"), THE RANCH AT DOVE TREE, LLC ("**Dove Tree**"), Summit BHC Westfield, LLC ("**Westfield**"), Summit BHC Monroe, LLC ("**Monroe**"), Summit BHC Saint Louis, LLC ("**Saint Louis**"), BPC MANAGEMENT GROUP, LLC ("**BPC**"), ST. JOSEPH INSTITUTE, LLC ("**St. Joseph**"), and SUMMIT BHC CAMERON, LLC ("**Cameron**"; with SBH, Egypt, Lafayette, Management, Sacramento, Dove Tree, Westfield, Monroe, Saint Louis, BPC and St. Joseph, each an "**Existing Borrower**", and collectively, the "**Existing Borrowers**" and with Grantors, the "**Borrowers**") and Bank are parties to that certain Loan and Security Agreement dated as of December 21, 2015, as amended by that Joinder and First Amendment dated March 15, 2016 and that Second Amendment dated May 2, 2016 (as the same may from time to time be amended, modified, supplemented or restated, the "**Loan Agreement**"). Existing Borrowers, Grantors and Bank desire to amend the Loan Agreement by that certain Joinder and Third Amendment to Loan and Security Agreement dated as of the date hereof to add Grantors as Borrowers under the Loan Agreement (the "**Amendment**"). Capitalized terms used herein are used as defined in the Loan Agreement. Bank is willing to enter into the Amendment, but only upon the condition, among others, that each Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantors under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Bank a security interest in all of such 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 its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantors and Bank, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure the Borrowers' obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Borrowers and Bank, 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, in each case, filed with the United States Patent and Trademark Office or the United States Copyright office, as applicable, 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.

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

Notwithstanding anything contained herein to the contrary, the foregoing grant of security interest shall not apply to any Excluded Collateral.

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.

[Signature Page Follows]

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:

311 Jones Mill Road
Statesboro, GA 30458
Attn: Charles Edwards

SUMMIT BHC STATESBORO, LLC

By: Summit Behavioral Healthcare, LLC
Its: Managing Member

By: 

Name: Charles Edwards

Title: Chief Financial Officer and Secretary

WILLINGWAY, INC.

By: 

Name: Charles Edward

Title: Chief Financial Officer and Secretary

BANK:

Address of Bank:

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

COMERICA BANK

By: _____

Name: _____

Title: _____

[signature page to IPSA]

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GRANTORS:

Address of Grantors:

311 Jones Mill Road
Statesboro, GA 30458
Attn: Charles Edwards

SUMMIT BHC STATESBORO, LLC
By: Summit Behavioral Healthcare, LLC
Its: Managing Member

By: _____
Name: Charles Edwards
Title: Chief Financial Officer and Secretary

WILLINGWAY, INC.

By: _____
Name: Charles Edward
Title: Chief Financial Officer and Secretary

BANK:

Address of Bank:

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

COMERICA BANK

By: Dy Hahn
Name: Douglas Hollenbeck
Title: Vice President

[signature page to IPSA]

TRADEMARK

REEL: 005791 FRAME: 0991

EXHIBIT A
COPYRIGHTS

Owner	Description	Registration Number	Registration Date
Willingway, Inc.	Aftercare: the balancing factor	TX0000810094	11/06/1981
Willingway, Inc.	Pathway to recovery	TX0000814638	11/06/1981
Willingway, Inc.	Willingway	VA0000088727	11/11/1981
Willingway, Inc.	Willingway Hospital Fact Sheet	TX0000846279	02/05/1982

EXHIBIT B

PATENTS

Description	Patent / Application Number	Issue / Application Date
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EXHIBIT C
TRADEMARKS

Owner	Description	Registration/ Serial Number	Registration/ Application Date
Willingway, Inc.	THE ADDICTION TREATMENT EXPERTS	4,553,457	06/17/14
Willingway, Inc.	W	4,363,450	04/23/13
Willingway, Inc.	WILLINGWAY	1,161,456	07/14/81