

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM394157

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	08/29/2014

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AsgardHealth LLC		08/29/2014	Limited Liability Company: FLORIDA
Rosewood Ranch LP		08/29/2014	Limited Partnership: ARIZONA
Rosewood Holdings LLLP		08/29/2014	Limited Liability Limited Partnership: ARIZONA
EDE CA at Santa Monica, LP		08/29/2014	Limited Partnership: CALIFORNIA

RECEIVING PARTY DATA

Name:	RCA Holdings LLC
Street Address:	2300 Winding Ridge Parkway
Internal Address:	Suite 210S
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30339
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2597108	ROSEWOOD
Registration Number:	3831380	ROSEWOOD CAPRI
Registration Number:	3831378	ROSEWOOD CENTERS FOR EATING DISORDERS
Registration Number:	3831381	ROSEWOOD RANCH
Registration Number:	4034145	THE ROSEWOOD INSTITUTE
Registration Number:	3322325	A NEW JOURNEY EATING DISORDER CENTER
Registration Number:	3876914	

CORRESPONDENCE DATA

Fax Number: 9736398931

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: 9736398285

TRADEMARK

Email: jflynn@ebglaw.com
Correspondent Name: James P. Flynn
Address Line 1: One Gateway Center
Address Line 2: Epstein Becker & Green (13th Floor)
Address Line 4: Newark, NEW JERSEY 07102

NAME OF SUBMITTER: James P. Flynn

SIGNATURE: /James P. Flynn/

DATE SIGNED: 08/08/2016

Total Attachments: 22

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**AGREEMENT AND PLAN OF MERGER
BY AND AMONG
RCA HOLDINGS LLC,
CERTAIN SUBSIDIARIES OF RCA HOLDINGS LLC,
AND
ASGARDHEALTH, LLC,
ROSEWOOD RANCH, L.P.,
ROSEWOOD HOLDINGS, LLLP,
EDE CA AT SANTA MONICA, LP
AND
THE SECURITYHOLDERS' REPRESENTATIVE**

Signing Date: May 27, 2014

Closing Date: August 29, 2014

AGREEMENT AND PLAN OF MERGER

This Agreement and Plan of Merger is made and entered into as of May 27, 2014 (the "**Agreement Date**"), by and among RCA Holdings LLC, a Delaware limited liability company ("**Acquirer**"), AsgardHealth Acquisition LLC, a Florida limited liability company and wholly owned subsidiary of Acquirer ("**AsgardHealth Sub**"), Rosewood Ranch Acquisition LP, an Arizona limited partnership and wholly owned subsidiary of Acquirer ("**Rosewood Ranch Sub**"), Rosewood Holdings Acquisition LLLP, an Arizona limited liability limited partnership and wholly owned subsidiary of Acquirer ("**Rosewood Holdings Sub**"), EDE of CA at Santa Monica Acquisition LP, a California limited partnership and wholly owned subsidiary of Acquirer ("**EDE CA at Santa Monica Sub**"), AsgardHealth, LLC, a Florida limited liability company ("**AsgardHealth**"), Rosewood Ranch, L.P., an Arizona limited partnership ("**Rosewood Ranch**"), Rosewood Holdings, LLLP, an Arizona limited liability limited partnership ("**Rosewood Holdings**"), EDE CA at Santa Monica, LP, a California limited partnership ("**EDE CA at Santa Monica**"), and the Securityholders' Representative (as defined herein).

RECITALS

A. WHEREAS, the manager and the members holding an aggregate of not less than 70% of the LLC Interests (as defined herein) of AsgardHealth have approved this Agreement and the transactions contemplated hereby, including the merger of AsgardHealth Sub with and into AsgardHealth (the "**AsgardHealth Merger**"), with AsgardHealth to survive the AsgardHealth Merger and to become a wholly owned subsidiary of Acquirer on the terms and subject to the conditions set forth in this Agreement;

B. WHEREAS, the general partner and the limited partners holding an aggregate of not less than 70% of the Partnership Interests (as defined herein) of Rosewood Ranch have approved this Agreement and the transactions contemplated hereby, including the merger of Rosewood Ranch Sub with and into Rosewood Ranch (the "**Rosewood Ranch Merger**"), with Rosewood Ranch to survive the Rosewood Ranch Merger and to become a subsidiary of Acquirer on the terms and subject to the conditions set forth in this Agreement;

C. WHEREAS, the general partner and the limited partners holding an aggregate of not less than 70% of the Partnership Interests of Rosewood Holdings have approved this Agreement and the transactions contemplated hereby, including the merger of Rosewood Holdings Sub with and into Rosewood Holdings (the "**Rosewood Holdings Merger**"), with Rosewood Holdings to survive the Rosewood Holdings Merger and to become a subsidiary of Acquirer on the terms and subject to the conditions set forth in this Agreement;

D. WHEREAS, the general partner and the limited partners holding an aggregate of not less than 70% of the Partnership Interests of EDE CA at Santa Monica have approved this Agreement and the transactions contemplated hereby, including the merger of EDE CA at Santa Monica Sub with and into EDE CA at Santa Monica (the "**EDE CA at Santa Monica Merger**"), with EDE CA at Santa Monica to survive the EDE CA at Santa Monica Merger and to become a subsidiary of Acquirer on the terms and subject to the conditions set forth in this Agreement;

E. WHEREAS, the board of managers of Acquirer and the manager or general partner, as the case may be, of each Sub have approved this Agreement and the transactions contemplated hereby, including the Mergers;

F. WHEREAS, pursuant to the Mergers, among other things, the Company Equity Interests (as defined herein) shall be converted into the right to receive consideration in the manner set forth herein;

G. WHEREAS, immediately after the execution and delivery of this Agreement, the irrevocable written consent of the holders of the Company Equity Interests referred to in Recitals A-D shall be delivered to Acquirer, together with Indemnification Agreements executed by the Persons listed in Schedule 1(G), which Indemnification Agreements shall become effective at the Effective Time;

H. WHEREAS, simultaneously with the execution hereof, the Persons listed in Schedule 1(H) have entered into Non-Competition Agreements with Acquirer (each, a "Noncompete Agreement"), which Noncompete Agreements shall become effective at the Effective Time;

I. WHEREAS, simultaneously with the execution hereof, Acquirer has entered into letter agreements with each of PB Institute Partners Limited Partnership and Rosewood of Arizona, Inc.

J. WHEREAS, simultaneously with the execution hereof, each of the Key Employees has accepted offer letters from Acquirer, which shall become effective at the Effective Time; and

K. WHEREAS, each Company, each Sub and Acquirer desire to make certain representations, warranties, covenants and other agreements in connection with the Mergers and also to prescribe various conditions to the Mergers as set forth herein;

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants and other agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

ARTICLE I

THE MERGER

1.1 Certain Definitions. As used in this Agreement, the following terms shall have the meanings indicated below.

“Intellectual Property” means all worldwide intellectual property rights, including all issued patents, patent applications, trademarks and service marks (registered or unregistered), trade names, domain names, copyrights, trade dress, logos, slogans, designs, trade secrets, proprietary or confidential data, know-how, inventions, works of authorship, software, databases, all pending applications for and registrations of patents, trademarks, service marks and copyrights, and all rights analogous thereto or arising in connection therewith.

Other capitalized terms defined elsewhere in this Agreement and not defined in this Section 1.1 shall have the meanings assigned to such terms in this Agreement.

1.2 Merger. At the Effective Time, on the terms and subject to the conditions set forth in this Agreement, the Articles of Merger, Statements of Merger or Certificates of Merger, as the case may be, attached hereto as Exhibit F-1, F-2, F-3, and F-4 (collectively, the “**Certificates of Merger**”) and the applicable provisions of Florida Law, Arizona Law or California Law, as the case may be:

(a) AsgardHealth Sub shall be merged with and into AsgardHealth, the separate company existence of AsgardHealth Sub shall cease and AsgardHealth shall continue as a wholly owned subsidiary of Acquirer;

(b) Rosewood Ranch Sub shall be merged with and into Rosewood Ranch, the separate partnership existence of Rosewood Ranch Sub shall cease and Rosewood Ranch shall continue as a subsidiary of Acquirer;

(c) Rosewood Holdings Sub shall be merged with and into Rosewood Holdings, the separate partnership existence of Rosewood Holdings Sub shall cease and Rosewood Holdings shall continue as a subsidiary of Acquirer; and

(d) EDE CA at Santa Monica Sub shall be merged with and into EDE CA at Santa Monica, the separate partnership existence of EDE CA at Santa Monica Sub shall cease and EDE CA at Santa Monica shall continue as a subsidiary of Acquirer.

The Companies, as the surviving entities after the Mergers, are hereinafter sometimes referred to as the “**Surviving Companies.**”

1.5 Effect of the Mergers. At the Effective Time, the effect of the Mergers shall be as provided in this Agreement, the Certificates of Merger and the applicable provisions of Florida Law, Arizona Law and California Law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of each Company and each Sub shall vest in the applicable Surviving Company, and all debts, liabilities and duties of each Company and each Sub shall become the debts, liabilities and duties of the applicable Surviving Company.

2.12 Intellectual Property.

(a) Section 2.12(a) of the Company Disclosure Letter sets forth a true and complete list of all: (i) Company Intellectual Property owned by each Company or any Subsidiary of any Company and for which (a) such Company or any of its Subsidiaries has been issued a registration anywhere in the world or (b) such Company or any of its Subsidiaries is currently prosecuting or has applied for applications for registration anywhere in the world; and (ii) domain names owned by any Company or any Subsidiary of any Company or used or held for use by any Company or any Subsidiary of any Company in the conduct of their respective businesses (indicating whether it is owned or licensed to a Company or any Subsidiary of a Company).

(b) All Company Intellectual Property owned by any Company or any Subsidiary of any Company that has been issued by, or registered with, or the subject of a pending application filed with, as applicable, the U.S. Patent and Trademark Office, the U.S. Copyright Office, any domain name registrar or any similar office or agency anywhere in the world is currently in compliance in all material respects with formal Legal Requirements, and all such issued or registered Company Intellectual Property is valid and enforceable in all material respects. Except as set forth on Section 2.12(b) of the Company Disclosure Letter, none of the foregoing registrations or applications is subject to any maintenance or renewal fees or taxes or other actions falling due within 180 days after the Closing Date. None of the Companies' patents or any of their Subsidiaries' patents has been or is now involved in any interference, reissue, re-examination, opposition or similar proceeding. To the Knowledge of the Companies, there is no patent or patent application of any third party that potentially interferes with any patent owned by any Company or any Subsidiary of any Company.

(c) Each Company and each Subsidiary of each Company either own free and clear of all Encumbrances (other than Permitted Encumbrances) all right, title and interest in and to, or have valid and enforceable rights or licenses under contract to use, all applicable items of Company Intellectual Property, and the Company Intellectual Property constitutes all Intellectual Property necessary to the conduct of the business of the Companies and their Subsidiaries as currently conducted.

(d) Section 2.12(d) of the Company Disclosure Letter sets forth a true and complete list of all agreements to which any Company or any Subsidiary of any Company is a party (i) granting any other Person the right to use or any covenant not to sue under the Company Intellectual Property or (ii) pursuant to which any Company or any Subsidiary of any Company is licensed to use any third party Intellectual Property, other than "off-the-shelf" software made

available for a total cost of less than Twenty Five Thousand Dollars (\$25,000). Neither any Company nor any Subsidiary of any Company, nor to the Knowledge of the Companies, any third party, is in material breach of, or default under, any contract or other agreement to use any item of Company Intellectual Property.

(e) To the Knowledge of the Companies, the conduct of the respective businesses of the Companies and their Subsidiaries as conducted as of the Closing, and as conducted within the past three (3) years, does not constitute an infringement, misappropriation or other violation of any Intellectual Property rights of any Person. Neither any Company nor any Subsidiary of any Company has received during the three (3) year period prior to the Effective Time, any written notice of infringement, misappropriation or violation of any Intellectual Property right of any other Person, and to the Knowledge of the Companies there are no facts or circumstances that would form the basis of any such allegation.

(f) To the Knowledge of the Companies, there is no infringement, misappropriation or unauthorized use by any Person of any of the Company Intellectual Property owned or exclusively licensed by any Company or any Subsidiary of any Company.

(g) No Person has challenged in writing or in any litigation to which any Company or any Subsidiary of any Company is a party the ownership, use, validity or enforceability of any of the Company Intellectual Property owned by any Company or any Subsidiary of any Company and, to the Knowledge of the Companies, no such litigation is threatened and there are no facts or circumstances that would form the basis of any such challenge or litigation.

(h) There are no settlements, covenants not to sue, consents, judgments, or orders or similar obligations that: (A) restrict the rights of any Company or any Subsidiary of any Company to use any Company Intellectual Property, (B) restrict the respective businesses of any Company or any Subsidiary of any Company, in order to accommodate a third party's Intellectual Property (except customary restrictions in any licenses granting any Company the right to use such Intellectual Property), or (C) permit third parties to use any Company Intellectual Property except as provided in Section 2.12(d) of the Company Disclosure Letter.

(i) Except as set forth on Section 2.12(i) of the Company Disclosure Letter, all former and current employees of any Company or any Subsidiary of any Company, and any consultants and contractors of any Company or any Subsidiary of any Company that have generated or materially participated in the design or development of any Company Intellectual Property, have executed written instruments with the applicable Company or its Subsidiaries that assign to such Company or its Subsidiaries, as applicable, all rights, title and interest in and to any and all (A) inventions, improvements, ideas, discoveries, writings and other works of authorship, and information relating to the business of such Company, any of its Subsidiaries, or any of the products or services being researched, developed, manufactured or sold by such Company or any of its Subsidiaries or that may be used with any such products or services and (B) Intellectual Property relating thereto or embodied therein. Except as set forth on Section 2.12(i) of the Company Disclosure Letter, no current or former employee, officer, director, consultant or independent contractor of any Company or any Subsidiary of any Company has

any right, license, claim or interest whatsoever in or with respect to any Company Intellectual Property.

(j) Each Company and each Subsidiary of each Company has taken all reasonable and necessary actions to preserve the confidentiality and value of all trade secrets that are material to the business, including requiring each employee and consultant of such Company and its Subsidiaries and any other person with access to trade secrets owned by such Company or any of its Subsidiaries to execute a written confidentiality agreement, copies or forms of which have been made available to Acquirer, and, to the Knowledge of the Companies, there has not been any breach in any material respect by any party to such confidentiality agreements.

(k) Each Company and each Subsidiary of each Company has obtained and possesses valid licenses to use all of the software programs present on the computers and other software-enabled electronic devices that it owns or leases or that it has otherwise provided to its personnel for their use in connection with each Company's business.

(l) Neither any Company nor any Subsidiary of any Company has granted, directly or indirectly, any current or contingent rights, licenses or interests in or to any source code of any of the proprietary software of any Company or any Subsidiary of any Company, and neither any Company nor any Subsidiary of any Company has provided or disclosed any source code of any such proprietary software to any Person.

(m) The proprietary software of the Companies and their Subsidiaries does not contain any "viruses," "worms," "time bombs," "key-locks" or any other devices created that could materially disrupt or interfere with the operation of such products or equipment upon which such products operate, or the integrity of the data, information or signals such products produce in a manner materially adverse to any Company or any Subsidiary of any Company, customer or recipient.

(n) Except as set forth on Section 2.12(n) of the Company Disclosure Letter, to the Knowledge of the Companies, no software governed by a license commonly referred to as an open source, free software, copy left or community source code license, including, but not limited to, the GNU General Public License or GNU Lesser General Public License (such software, "**Open Source Software**"), (i) is used in, incorporated into or integrated or bundled with any of the proprietary software of any Company or any Subsidiary of any Company or otherwise used by any Company or any Subsidiary of any Company, or (ii) is used in a manner that obligates any Company or any Subsidiary of any Company, or requires any Company or any Subsidiary of any Company by the terms of the governing license, to (A) distribute or disclose any other software combined, distributed or otherwise made commercially available with such Open Source Software in source code form or (B) license or otherwise make available such Open Source Software and/or other software combined, distributed or otherwise made commercially available with such Open Source Software or any associated Intellectual Property on a royalty free basis.

(o) Except as set forth on Section 2.12(o) of the Company Disclosure Letter, neither this Agreement nor the transactions contemplated by this Agreement, will result in: (i) Acquirer, any of its Affiliates or any Surviving Company granting to any third party any

incremental right to or with respect to, or non-assertion under, any Intellectual Property owned by, or licensed to, any of them, (ii) Acquirer, any of its Affiliates or any Surviving Company, being bound by, or subject to, any incremental non-compete or other incremental restriction on the operation or scope of their respective businesses, (iii) Acquirer, any of its Affiliates or any Surviving Company being obligated to pay any incremental royalties or other incremental amounts, or offer any incremental discounts, to any third party or (iv) any Company or any Subsidiary of any Company being required under a Contract to procure or attempt to procure from Acquirer or any of its affiliates a license grant to or covenant not to assert in favor of any Person. As used in this Section, an "incremental" right, non-compete, restriction, royalty or discount refers to a right, non-compete, restriction, royalty or discount, as applicable, in excess, whether in terms of contractual term, contractual rate or scope, of those that would have been required to be offered or granted, as applicable, had the parties to this Agreement not entered into this Agreement or consummated the transactions contemplated hereby; provided, however, an "incremental" right, non-compete, restriction, royalty or discount shall not be deemed to result merely because a contractual term, obligation or provision first becomes applicable to Acquirer, or any of its Affiliates or any Surviving Company as a result of the execution of this Agreement or the consummation of the transactions contemplated by this Agreement.

(p) To the Knowledge of the Companies, no government funding, facilities of a university, college, other educational institution or research center was used in the development of any Company Intellectual Property.

(q) The computer, information technology and data processing systems, facilities and services used by the Companies and their Subsidiaries (collectively, "Systems"), are reasonably sufficient for the existing and currently anticipated future needs of the Companies and their Subsidiaries, and the Systems are in good working condition to effectively perform all computing, information technology and data processing operations currently necessary for the operation of their respective businesses.

(r) No event has occurred, and no circumstance or condition exists that will or could reasonably be expected to give any Person the right to declare a default or exercise any remedy or trigger any indemnification obligation under any license covering Company Intellectual Property.

(s) Upon obtaining the consents set forth in Section 2.12(s) of the Company Disclosure Letter, following the Effective Time, the Surviving Companies will have the same rights and privileges in the Company Intellectual Property and Personal Data as the Companies had in the Company Intellectual Property and Personal Data immediately prior to the Effective Time.

IN WITNESS WHEREOF, Acquirer, each Sub and each Company have caused this Agreement and Plan of Merger to be executed and delivered by their respective officers thereunto duly authorized, all as of the date first written above.

RCA HOLDINGS LLC

By: Monica Demitor
Name: Monica Demitor
Title: CEO

Digitally signed by Monica Demitor
DN: cn=Monica Demitor, o=RiverMend Health LLC, ou=CEO,
email=mdemitor@rivermendhealth.com, c=US
Date: 2014.05.27 21:21:50 -0400

ASGARDHEALTH ACQUISITION LLC

By: Monica Demitor
Name: Monica Demitor
Title: CEO

Digitally signed by Monica Demitor
DN: cn=Monica Demitor, o=RiverMend Health LLC, ou=CEO,
email=mdemitor@rivermendhealth.com, c=US
Date: 2014.05.27 21:23:24 -0400

ROSEWOOD RANCH ACQUISITION LP

By: Monica Demitor
Name: Monica Demitor
Title: CEO

Digitally signed by Monica Demitor
DN: cn=Monica Demitor, o=RiverMend Health LLC, ou=CEO,
email=mdemitor@rivermendhealth.com, c=US
Date: 2014.05.27 21:23:37 -0400

ROSEWOOD HOLDINGS ACQUISITION LLLP

By: Monica Demitor
Name: Monica Demitor
Title: CEO

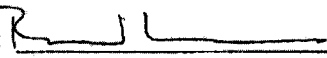
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DN: cn=Monica Demitor, o=RiverMend Health LLC, ou=CEO,
email=mdemitor@rivermendhealth.com, c=US
Date: 2014.05.27 21:24:01 -0400

EDE OF CA AT SANTA MONICA ACQUISITION LP

By: Monica Demitor
Name: Monica Demitor
Title: CEO

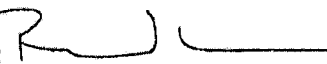
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email=mdemitor@rivermendhealth.com, c=US
Date: 2014.05.27 21:24:30 -0400

ASGARDHEALTH, LLC

By: 
Name: Bradford S. Lovette
Title: Manager

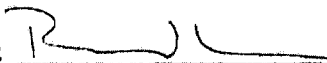
ROSEWOOD RANCH, L.P.

By: Rosewood of Arizona, Inc., its general partner

By: 
Name: Bradford S. Lovette
Title: President

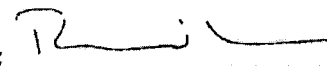
ROSEWOOD HOLDINGS, LLLP

By: Rosewood of Arizona, Inc., its general partner

By: 
Name: Bradford S. Lovette
Title: President

EDE CA AT SANTA MONICA, LP

By: AH EDE of CA, LLC, its general partner

By: 
Name: Bradford S. Lovette
Title: Manager

APPOINTMENT AND DUTIES ACCEPTED AND AGREED:

SECURITYHOLDERS' REPRESENTATIVE

SECURITY HOLDERS REP, LLC

By: 
Name: Bradford S. Lovette
Title: Managing Member

FINAL

CONFIDENTIAL

COMPANY DISCLOSURE LETTER
TO
AGREEMENT AND PLAN OF MERGER
BY AND AMONG
RCA HOLDINGS LLC,
CERTAIN SUBSIDIARIES OF RCA HOLDINGS LLC,
AND
ASGARDHEALTH, LLC,
ROSEWOOD RANCH, L.P.,
ROSEWOOD HOLDINGS, LLLP,
EDE CA AT SANTA MONICA, LP
AND
THE SECURITYHOLDERS' REPRESENTATIVE

May 27, 2014

COMPANY DISCLOSURE LETTER

This Company Disclosure Letter ("*Disclosure Letter*") is furnished by AsgardHealth, LLC, a Florida limited liability company ("*AsgardHealth*"), Rosewood Ranch, L.P., an Arizona limited partnership ("*Rosewood Ranch*"), Rosewood Holdings, LLLP, an Arizona limited liability partnership ("*Rosewood Holdings*"), and EDE CA at Santa Monica, LP, a California limited partnership ("*EDE CA at Santa Monica*") (collectively, the "*Companies*"), pursuant to that certain Agreement and Plan of Merger, dated as of May 27, 2014 (the "*Agreement*"), by and among RCA Holdings LLC, a Delaware limited liability company ("*Acquirer*"), certain subsidiaries of the Acquirer party to the Agreement, the Companies and the Securityholders' Representative (as defined in the Agreement). Capitalized terms used herein, unless otherwise defined herein, shall have the meanings ascribed to them in the Agreement.

All rights of the Companies are reserved with respect to confidentiality of information made available herein and otherwise. None of the Companies, nor any of their respective agents or representatives, makes any representations or warranties other than the respective representations and warranties made by the Companies in the Agreement, and, if applicable, the Transaction Documents. Disclosure of any item or information in this Disclosure Letter in connection with any representation, warranty, covenant or agreement is not an admission, nor an indication that such item or information is material with respect to any person or entity. No disclosure in the Disclosure Letter relating to any possible liability, breach or violation of any agreement or law shall be construed as an admission or indication that any such liability, breach or violation actually exists or occurred, nor shall anything stated herein establish a standard of materiality by the Companies. Disclosure of any item or information in this Disclosure Letter is not intended to constitute, and shall not be construed as constituting, representations or warranties of the Companies except as and to the extent provided in the Agreement.

The section numbers below correspond to the section numbers in the Agreement that are modified by the disclosures, provided, however, that any exception, qualification, limitation, document or other item or information described in any Disclosure Letter shall be deemed to be incorporated into all other representations, warranties and covenants contained in the Agreement to the extent such other information (taking into account the context in which the disclosure was made) is sufficient to make it reasonably apparent on its face that such information would so apply, notwithstanding the omission of a reference or cross-reference thereto.

The Companies do not assume any responsibility to any third person who is not a party to the Agreement for such third person's reliance on any disclosures made herein. Any forecasts or financial information provided by the Companies for inclusion in this Disclosure Letter were not prepared or disclosed with a view to public disclosure thereof.

Section 2.12(a)

Company Intellectual Property

AsgardHealth

Trademarks/Trade Names

None.

Domain Names

None.

Rosewood Ranch

Rosewood Ranch owns confidential and proprietary information and maintains trade secrets, know-how and databases in connection with its business of helping patients with eating disorders. Databases include, among other things, patient and employee information protected by HIPAA and other laws.

Trademarks/Trade Names

Country/State	Trademark	Description/Class	App. #	Reg. # Reg. Date	File Date
United States	Rosewood	Women's treatment center specializing in recovery from eating and related disorders; counseling services for women in the field of eating and related disorders (042)	76/126,344	2,597,108 7/23/2002	9/12/2000
Arizona	Rosewood (trademark)	Advertising (043)	44593	44593 9/21/2000	9/21/2000

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Country/State	Trademark	Description/Class	App. #	Reg. # Reg. Date	File Date
United States	Rosewood Capri	Rehabilitation patient care services in the field of eating disorder treatment; health care services, namely extended care in the field of eating disorder treatment (044)	77/905,207	3,831,380 8/10/2010	1/5/2010
Arizona	Rosewood Capri (Trade Name)	N/A	478143	478143 12/22/2009	12/22/2009
United States	Rosewood Centers for Eating Disorders	Rehabilitation patient care services in the field of eating disorder treatment which includes inpatient and outpatient care; health care services, namely providing counseling and information in the eating disorder prevention and treatment, distributing literature materials in	77/905,198	3,831,378 8/10/2010	1/5/2010

FINAL

Country/State	Trademark	Description/Class	App. #	Reg. # Reg. Date	File Date
		connection therewith (044)			
Arizona	Rosewood Centers for Eating Disorders (fictitious name)	N/A	B-4677	B-4677 6/29/2009	6/29/2009
Arizona	Rosewood Centers for Eating Disorders (fictitious name)	N/A	20090581409	20090581409 6/25/2009	6/25/2009
Arizona	Rosewood Centers for Eating Disorders (trade name)	N/A	478141	478141 12/22/2009	12/22/2009
United States	Rosewood Ranch	Rehabilitation patient care services in the field of eating disorder treatment which includes inpatient and outpatient care; health care services, namely providing counseling and information in the eating disorder	77/905,224	3,831,381 8/10/2010	1/5/2010

FINAL

Country/State	Trademark	Description/Class	App. #	Reg. # Reg. Date	File Date
		prevention and treatment, distributing literature materials in connection therewith (044)			
Arizona	Rosewood Ranch (trade name)	N/A	478140	478140 12/22/2009	12/22/2009
Arizona	Rosewood Tempe Outpatient Programs (trade name)	N/A	478142	478142 12/22/2009	12/22/2009
United States	The Rosewood Institute	Education services, namely, conducting classes, seminars, conferences, workshops and training in the field of eating disorders (041)	85/216,794	4,034,145 10/4/2011	1/13/2011

Domain Names

rosewoodranch.biz	addictedtomarijuana.net	whatisbulimianervosa.com
rosewoodcenters.net	addictedtometh.net	theeatingdisorderinstitute.com
rosewoodcenters.org	addictedtoopiates.net	anorexiarecovery.org
rosewoodcentersfoundation.com	rosewoodcentersinstitute.org	bingeandpurge.net
rosewoodcentersfoundation.org	rosewoodinstitute.org	compulsiveovereating.net
rosewoodranch.net	theeatingdisorderinstitute.com	diabulimia.net
rosewoodranch.org	therosewoodinstitute.com	disorderedeating.net
eatingdisordertreatmentreviews.com	therosewoodinstitute.org	laxativeabuse.net
newrosewoodcenterreviews.com	rosewoodcapri.com	menbulimia.net
rosewoodcenterreviews.com	rosewoodranchshop.com	operationrecovered.com
rosewoodranchreviews.com	rosewoodtempe.com	psychologyce.net
rosewoodranchreviewssite.com	theanorexiafacts.com	teenrehabcenter.net
rosewoodcenters.com	thebulimiafacts.com	teenalcoholtreatment.net
rosewoodcentersinstitute.com	rosewoodranch.info	addictedtococaine.net
addictedtodrugs.net	rosewoodranch.com	
addictedtoheroin.org	whatisanorexianervosa.com	
addictedtoheroin.net	teenaddictiontreatment.net	

All of the above domain names are registered to Rosewood Ranch.

Rosewood Holdings

Trademarks/Trade Names

None.

Domain Names

None.

EDE CA at Santa Monica

EDE CA at Santa Monica owns confidential and proprietary information and maintains trade secrets, know-how and databases in connection with its business of helping patients with eating disorders. Databases include, among other things, patient and employee information protected by HIPAA and other laws.

Trademarks/Trade Names

Country/State	Trademark	Description/Class	App. #	Reg. # Reg. Date	File Date
United States	"A New Journey Eating Disorder Center"	Outpatient eating disorder treatment services (044)	77/012,782	3,322,325 10/30/2007	10/03/2006
California	A New Journey Eating Disorder Center (fictitious name)	N/A	2012010271	2012010271 9/21/2011	9/21/2011
California	Journey Home (fictitious name)	N/A	20071688182	20071688182 7/17/2007	7/17/2007
United States	Shell Logo Design	Rehabilitation patient care services in the field of outpatient eating disorder treatment services; health care services, namely providing counseling and information in the eating disorder prevention and treatment, distributing literature materials in connection therewith (044)	85/008,771	3,876,914 11/16/2010	4/7/2010

FINAL

Domain Names

anewjourney.org
anewjourney.net

The above domain names are registered to EDE CA at Santa Monica.