

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409070

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Lakeview Health Systems, L.L.C.		12/15/2016	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Maranon Capital, L.P., as Agent		
Street Address:	303 W. Madison Street, Suite 2500		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3981072	LVH LAKEVIEW HEALTH SYSTEMS	
Registration Number:	3981068	STEPPING STONE CENTER FOR RECOVERY	
Registration Number:	3396093	RCX RECOVERY CONNECTION	
Serial Number:	87094900	LAKEVIEW HEALTH FIND YOUR TRUE NORTH	
Serial Number:	87086804	STEPPING STONE CENTER FOR RECOVERY	
Serial Number:	87086878	RECOVERY CONNECTION	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312.577.8034		
Email:	oscar.ruiz@kattenlaw.com		
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman		
Address Line 1:	525 West Monroe Street		
Address Line 4:	Chicago, ILLINOIS 60661		
ATTORNEY DOCKET NUMBER:	339494-80		
NAME OF SUBMITTER:	Oscar Ruiz		
SIGNATURE:	/Oscar Ruiz/		
DATE SIGNED:	12/15/2016		

CH \$165.00 3981072

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, dated as of December 15, 2016, is made by Lakeview Health Systems, L.L.C., a Florida limited liability company ("Grantor"), in favor of Maranon Capital, L.P., a Delaware limited partnership ("Maranon"), in its capacity as Agent for the Lenders and the other secured parties.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of December 15, 2016 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein without definition are used as defined the Credit Agreement), among the Borrowers, Holdings, the other Credit Parties, the Lenders and Maranon, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor has agreed, pursuant to the Credit Agreement to guarantee the Obligations of each Borrower; and

WHEREAS, Grantor is party to a Security Agreement of even date herewith in favor of the Agent (the "Security Agreement"), pursuant to which Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrowers thereunder, Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the secured parties, and grants to the Agent for the benefit of the secured parties a Lien on, all of its right, title and interest in, to and under the following Collateral of Grantor (the "Trademark Collateral");

(a) all of its Trademarks, including, without limitation, those set forth on Schedule 1 hereto;

(a) all renewals and extensions of the foregoing;

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

(c) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Security Agreement. The Lien granted pursuant to this Trademark Security Agreement is granted in conjunction with the Lien granted to the Agent pursuant to the Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the Lien 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.

Section 4. Grantor Remains Liable. Grantor hereby agrees that, anything herein to the contrary notwithstanding, Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

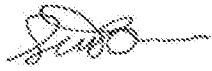
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Illinois.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, 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.

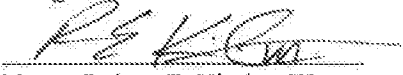
Very truly yours,

LAKEVIEW HEALTH SYSTEMS, L.L.C., a Florida
limited liability company, as Grantor

By: 
Name: Steven Burns
Title: Vice President and Secretary

ACCEPTED AND AGREED
as of the date first above written:

MARANON CAPITAL, L.P.,
as Agent

By: 
Name: Robert E. Kircher III
Title: Managing Director

Trademark Security Agreement

TRADEMARK
REEL: 005948 FRAME: 0630

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Application No./ Filing Date	Registration No./ Registration Date	Owner
LVH LAKEVIEW HEALTH SYSTEMS	85153950 10/15/10	3981072 6/21/11	Lakeview Health Systems, L.L.C.
STEPPING STONE CENTER FOR RECOVERY	85153800 10/15/10	3981068 6/21/11	Lakeview Health Systems, L.L.C.
RCX RECOVERY CONNECTION	78765455 12/2/05	3396093 3/11/08	Lakeview Health Systems, L.L.C.

2. TRADEMARK APPLICATIONS

Mark	Application No.	Application Date	Owner
LAKEVIEW HEALTH FIND YOUR TRE NORTH	87094900	7/6/16	Lakeview Health Systems, L.L.C.
STEPPING STONE CENTER FOR RECOVERY	87086804	6/28/16	Lakeview Health Systems, L.L.C.
RECOVERY CONNECTION	87086878	6/28/16	Lakeview Health Systems, L.L.C.