

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM409960

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DISCOVERY PRACTICE MANAGEMENT, INC.		12/22/2016	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	HEALTHCARE FINANCIAL SOLUTIONS, LLC, AS AGENT
Street Address:	500 WEST MONROE STREET
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4590595	SUPPORT IN RECOVERY
Registration Number:	4693597	DIETARY SCORE CARD
Registration Number:	4734056	DISCOVERY DIFFERENCE
Registration Number:	4697412	RECOVERY REPORT CARD
Registration Number:	4638323	DISCOVERY CONNECT
Registration Number:	4638324	DISCOVERY IN RECOVERY
Registration Number:	4653940	DISCOVERY TRANSITIONS
Serial Number:	78731556	CENTER FOR DISCOVERY & ADOLESCENT CHANGE
Serial Number:	85652546	DISCOVERY IN RECOVERY
Serial Number:	85659149	OCEANAIRE
Serial Number:	85659621	CENTER FOR DISCOVERY
Serial Number:	85709317	CENTER FOR DISCOVERY

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: 312.577.8574

Email: humberto.aquino@kattenlaw.com

Correspondent Name: HUMBERTO AQUINO C/O KATTEN MUCHIN

TRADEMARK

Address Line 1: 525 WEST MONROE STREET
Address Line 4: CHICAGO, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 339669-113

NAME OF SUBMITTER: HUMBERTO AQUINO

SIGNATURE: /HUMBERTO AQUINO/

DATE SIGNED: 12/22/2016

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 22, 2016, is made by Discovery Practice Management, Inc., a California corporation (the “Grantor”), in favor of Healthcare Financial Solutions, LLC (“HFS”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 22, 2016, (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrowers, Holdings, the other Persons party thereto that are designated as a “Credit Party”, Healthcare Financial Solutions, LLC as Agent for the several financial solutions from time to time party thereto and for itself as a Lender (including as a Swingline Lender) and such Lenders, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, Grantor (other than the Borrowers) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, Grantor is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and the Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers 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 Guaranty and 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 Secured 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 and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “Trademark Collateral”):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to Grantor of any right under any Trademark, including, without limitation, those referred to 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. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Agent pursuant to the Guaranty and Security Agreement and Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and 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 and IP Licenses 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 New York.

[SIGNATURE PAGES FOLLOW]

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.

Very truly yours,

DISCOVERY PRACTICE
MANAGEMENT, INC., as Grantor

By: 
Name: Craig M. Brown
Title: Chief Executive Officer and
Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

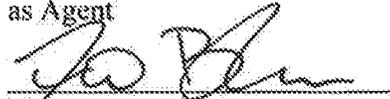
TRADEMARK
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ACCEPTED AND AGREED
as of the date first above written:

HEALTHCARE FINANCIAL SOLUTIONS, LLC

as Agent

By:



Name: Timothy Blonn

Title: Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

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SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

1. REGISTERED TRADEMARKS

<u>Credit Party</u>	<u>Title</u>	<u>Jurisdiction</u>	<u>Registration Number</u>	<u>Date</u>
Discovery Practice Management, Inc.	Support in Recovery	USA	4590595	08-19-2014
Discovery Practice Management, Inc.	Dietary Score Card	USA	4693597	02-24-2015
Discovery Practice Management, Inc.	Discovery Difference	USA	4734056	05-12-2015
Discovery Practice Management, Inc.	Recovery Report Card	USA	4697412	03-03-2015
Discovery Practice Management, Inc.	Discovery Connect	USA	4638323	11-11-2014
Discovery Practice Management, Inc.	Discovery in Recovery	USA	4638324	11-11-2014
Discovery Practice Management, Inc.	Discovery Transitions	USA	4653940	12-09-2014
Discovery Practice Management, Inc.	Center for Discovery & Adolescent Change	USA	78731556	03-31-2012

Discovery Practice Management, Inc.	Discovery in Recovery	USA	85652546	03-19-2013
Discovery Practice Management, Inc.	Oceanaire	USA	85659149	01-22-2013
Discovery Practice Management, Inc.	Center for Discovery	USA	85659621	03-18-2014
Discovery Practice Management, Inc.	Center for Discovery	USA	85709317	06-09-2015

2. TRADEMARK APPLICATIONS

None.

3. IP LICENSES

None.