

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM412370

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rainrock Treatment Center, L.L.C.		12/30/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Healthcare Financial Solutions, LLC, as Agent		
<b>Street Address:</b>	Two Bethesda Metro Center		
<b>Internal Address:</b>	Suite 600		
<b>City:</b>	Bethesda		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3327529	RAINROCK	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045228409		
<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>			
<b>Phone:</b>	404-420-5527		
<b>Email:</b>	rjk@phrd.com		
<b>Correspondent Name:</b>	Rhonda J. Kenyeri, Paralegal		
<b>Address Line 1:</b>	303 Peachtree Street		
<b>Address Line 2:</b>	Suite 3600		
<b>Address Line 4:</b>	Atlanta, GEORGIA 30308		
<b>NAME OF SUBMITTER:</b>	Douglas A. Nail		
<b>SIGNATURE:</b>	/DAN/		
<b>DATE SIGNED:</b>	01/14/2017		
<b>Total Attachments: 5</b>			
source=04. Trademark Security Agreement - Rainrock Treatment Center, LLC (PDF) (Monte Nido)#page1.tif			
source=04. Trademark Security Agreement - Rainrock Treatment Center, LLC (PDF) (Monte Nido)#page2.tif			
source=04. Trademark Security Agreement - Rainrock Treatment Center, LLC (PDF) (Monte Nido)#page3.tif			

CH \$40.00 3327529

source=04. Trademark Security Agreement - Rainrock Treatment Center, LLC (PDF) (Monte Nido)#page4.tif  
source=04. Trademark Security Agreement - Rainrock Treatment Center, LLC (PDF) (Monte Nido)#page5.tif

## INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT**, dated as of December 30, 2016, is made by each of the entities listed on the signature pages hereof (each a “*Grantor*” and, collectively, the “*Grantors*”), in favor of Healthcare Financial Solutions, LLC (“*HFS*”), as administrative agent (in such capacity, together with its successors and permitted assigns, “*Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 30, 2016 (as amended, restated or supplemented from time to time, the “*Credit Agreement*”), by and among Borrowers, Borrower Representative, Holdings, the other Credit Parties, Lenders and L/C Issuers from time to time party thereto and HFS, as Agent, Lenders and L/C Issuers have severally agreed to make extensions of credit to Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as amended, restated or supplemented from time to time, the “*Guaranty and Security Agreement*”), to guarantee the Obligations (as defined in the Credit Agreement) of each Borrower; and

WHEREAS, all of Grantors are party to the Guaranty and Security Agreement pursuant to which Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce Lenders, L/C Issuers and Agent to enter into the Credit Agreement and to induce Lenders and L/C Issuers to make their respective extensions of credit to Borrowers thereunder, each Grantor hereby agrees with 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.** Subject to any exceptions and limitations set forth in, and the other terms and conditions of, the Guaranty and Security Agreement, each 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 such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 such Grantor (the “*Trademark Collateral*”):

(a) all of its Trademark registrations and applications for registrations, including, without limitation, those referred to on Schedule 1 hereto; provided that no lien or security interest is granted on any “intent to use” Trademark applications for which a statement of use or amendment to allege use has not been filed and accepted by the United States Patent and Trademark Office (but only until such statement or amendment is filed and accepted);

(b) all renewals and extensions of the foregoing;

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

(d) 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 Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of 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.** Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other actions that are, in the reasonable judgment of such Grantor, necessary or desirable 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 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.

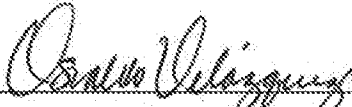
**RAINROCK TREATMENT CENTER, L.L.C.**

By: Vicki Kronel  
Name: **Vicki Kroviak**  
Title: Chief Executive Officer

[Signatures continue on following page.]

ACCEPTED AND AGREED  
as of the date first above written:

HEALTHCARE FINANCIAL SOLUTIONS, LLC, as  
Agent

By   
Name Oswaldo Velazquez  
Title Duly Authorized Signatory

**SCHEDULE 1  
TO  
TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations**

1. REGISTERED TRADEMARKS

<b>Mark</b>	<b>Jurisdiction</b>	<b>Serial No./ Filing Date</b>	<b>Registration No./ Registration Date</b>	<b>Status</b>	<b>Grantor and Current Owner of Record</b>
RAINROCK	US	78841692 3/20/2006	3327529 10/30/2007	<b>REGISTERED</b>	RAINROCK TREATMENT CENTER, LLC