

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM434331

<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>
American Addiction Centers, Inc.		06/30/2017	Corporation: NEVADA
Recovery Solutions Group, LLC		06/30/2017	Limited Liability Company: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch, as collateral agent		
<b>Street Address:</b>	11 Madison Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10010		
<b>Entity Type:</b>	Aktiengesellschaft (Ag): SWITZERLAND		
<b>PROPERTY NUMBERS Total: 15</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4406951	DESERT HOPE	
<b>Registration Number:</b>	4406966	FORTERUS	
<b>Registration Number:</b>	4406957	GREENHOUSE	
<b>Registration Number:</b>	4406950	LEADING EDGE	
<b>Registration Number:</b>	4406958	THE ACADEMY	
<b>Registration Number:</b>	4417870	AMERICAN ADDICTION CENTERS	
<b>Registration Number:</b>	4659515	OUR SUCCESS IS IN THEIR NUMBERS	
<b>Registration Number:</b>	4568076	THIS PLACE	
<b>Registration Number:</b>	4334279	TREATMENTUSA FIND THE HELP YOU NEED NOW	
<b>Registration Number:</b>	4949660	DON'T JUST DREAM ABOUT A BETTER LIFE, LI	
<b>Registration Number:</b>	4904955	HOPE FOR HEROES	
<b>Registration Number:</b>	4845934	I CALLED	
<b>Registration Number:</b>	4922309	RIVEROAKS	
<b>Registration Number:</b>	4759979	PEOPLE WHO CARE. AN APPROACH THAT WORKS.	
<b>Registration Number:</b>	3236043	MENTAL HELP NET	
<b>CORRESPONDENCE DATA</b>			

CH \$390.00 4406951

**Fax Number:** 2028357586

*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:** 2028357500

**Email:** dcip@milbank.com

**Correspondent Name:** Javier J. Ramos

**Address Line 1:** 1850 K Street, NW, Suite 1100

**Address Line 2:** Milbank, Tweed, Hadley & McCloy, LLP

**Address Line 4:** Washington, D.C. 20006

<b>ATTORNEY DOCKET NUMBER:</b>	28302.73300
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<b>NAME OF SUBMITTER:</b>	Javier J. Ramos
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<b>SIGNATURE:</b>	/Javier J. Ramos/
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<b>DATE SIGNED:</b>	07/10/2017
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**Total Attachments: 7**

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**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT**, dated as of June 30, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “*Agreement*”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “*Grantors*”) in favor of CREDIT SUISSE AG, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “*Collateral Agent*”).

**WHEREAS**, the Grantors are party to a Guarantee and Collateral Agreement, dated as of June 30, 2017 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “*Guarantee and Collateral Agreement*”), between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

**SECTION 1. DEFINED TERMS**

Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

**SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL**

**SECTION 2.1 Grant of Security.** Each Grantor hereby pledges, assigns, transfers and grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, designs and other source or business identifiers, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country, union of countries, or any political subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto, including any of the foregoing listed in Schedule A, (ii) the right to, and to obtain, all renewals thereof, (iii) the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) general intangibles of a like nature, (v) the right to sue or otherwise recover for past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to goodwill, and all Proceeds of the foregoing, including license fees, royalties, income,

payments, claims, damages and proceeds of suit, and (vi) all other rights accruing thereunder or pertaining thereto throughout the world (collectively, "Trademarks"); and

(b) all agreements, licenses and covenants providing for the granting of any right in or to any Trademark, or otherwise providing for a covenant not to sue for infringement, dilution or other violation of any Trademark (collectively, "Trademark Agreements").

**SECTION 2.2 Certain Limited Exclusions.** Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

### **SECTION 3. GUARANTEE AND COLLATERAL AGREEMENT**

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Guarantee and Collateral Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

### **SECTION 4. GOVERNING LAW**


THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

### **SECTION 5. COUNTERPARTS**

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


AMERICAN ADDICTION CENTERS, INC.

By:   
Name: Michael T. Cartwright  
Title: Chairman and Chief Executive Officer

STATE OF TENNESSEE )  
   )      ss.  
COUNTY OF ROBERTSON )

On this 27 day of June, 2017 before me personally appeared Michael T. Cartwright, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of American Addiction Centers, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



  
Notary Public

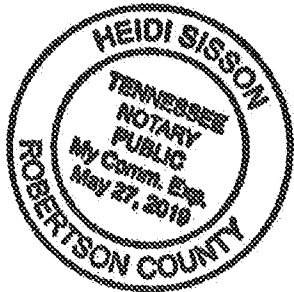
IN WITNESS WHEREOF, the Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

RECOVERY SOLUTIONS GROUP, LLC

By: [Signature]  
Name: Michael T. Cartwright  
Title: Sole Manager and Chairman

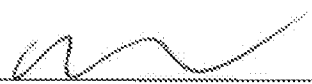
STATE OF TENNESSEE )  
 )  
COUNTY OF ROBERTSON ) ss.

On this 27 day of June, 2017 before me personally appeared Michael T. Cartwright, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of American Addiction Centers, Inc., who being by me duly sworn did depose and say that he/she is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he/she acknowledged said instrument to be the free act and deed of said corporation.



[Signature]  
Notary Public

CREDIT SUISSE AG, CAYMAN ISLANDS  
BRANCH, as Collateral Agent

By:   
Name: Christopher Day  
Title: Authorized Signatory

By:   
Name: Tino Schaufelberger  
Title: Authorized Signatory

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Registered Owner</b>	<b>Trademark Description</b>	<b>Registration Number</b>	<b>Registration Date</b>
American Addiction Centers, Inc.	DESERT HOPE	4,406,951	09/24/2013
American Addiction Centers, Inc.	FORTERUS	4,406,966	09/24/2013
American Addiction Centers, Inc.	GREENHOUSE	4,406,957	09/24/2013
American Addiction Centers, Inc.	LEADING EDGE	4,406,950	09/24/2013
American Addiction Centers, Inc.	THE ACADEMY	4,406,958	09/24/2013
American Addiction Centers, Inc.	AMERICAN ADDICTION CENTERS & Design	4,417,870	10/15/2013
American Addiction Centers, Inc.	OUR SUCCESS IS IN THEIR NUMBERS	4,659,515	12/23/2014
American Addiction Centers, Inc.	THIS PLACE	4,568,076	7/15/2014
American Addiction Centers, Inc.	TREATMENTUSA FIND THE HELP YOU NEED NOW & Design	4,334,279	5/14/2013
American Addiction Centers, Inc.	DON'T JUST DREAM ABOUT A BETTER LIFE, LIVE IT	4,949,660	5/3/2016
American Addiction Centers, Inc.	HOPE FOR HEROES	4,904,955	2/23/2016
American Addiction Centers, Inc.	I CALLED	4,845,934	11/3/2015



American Addiction Centers, Inc.	RIVEROAKS	4,922,309	3/22/2016
American Addiction Centers, Inc.	PEOPLE WHO CARE. AN APPROACH THAT WORKS.	4,759,979	6/23/2015
Referral Solutions Group, LLC	MENTAL HELP NET	3,236,043	5/1/2007