

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM438627

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Haven Behavioral Healthcare, Inc.		08/08/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Resolute Capital Partners Fund IV, L.P.		
Street Address:	20 Burton Hills Blvd., Suite 430		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37215		
Entity Type:	Limited Partnership: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	86363803	HAVEN	
Serial Number:	86360343		
Serial Number:	85413152	HAVEN BEHAVIORAL SENIOR CARE	
Serial Number:	77624817	HAVEN SENIOR HORIZONS	
CORRESPONDENCE DATA			
Fax Number:	6152483040		
<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:	6152523552		
Email:	mward@bradley.com		
Correspondent Name:	Mary Ward		
Address Line 1:	1600 Division Street, Suite 700		
Address Line 4:	Nashville, TENNESSEE 37203		
NAME OF SUBMITTER:	/Mary Ward/		
SIGNATURE:	/Mary Ward/		
DATE SIGNED:	08/09/2017		
Total Attachments: 4			
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This Security Agreement is subject to the provisions of that Subordination Agreement dated as of the date hereof between Silicon Valley Bank, as Senior Creditor, and Collateral Agent named in the Loan Agreement (as defined below), as Subordinated Creditor, as such Subordination Agreement may be amended or restated.

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**") is made as of August 8, 2017, by HAVEN BEHAVIORAL HEALTHCARE, INC. ("**Borrower**"), a Delaware corporation, and RESOLUTE CAPITAL PARTNERS FUND IV, L.P. ("**Collateral Agent**"), a Delaware limited partnership, in its capacity as Collateral Agent under the "Loan Agreement," as defined below.

RECITALS:

A. Pursuant to that Loan Agreement dated as of the date hereof by and among Borrower and certain of its Affiliates, the Lender named therein, and Collateral Agent (as it may be amended or restated, the "**Loan Agreement**"), Lender has agreed to extend credit, on certain terms and conditions (capitalized terms not otherwise defined herein have the meanings given under the Loan Agreement).

B. Borrower and its Subsidiaries (collectively, "**Obligors**") have granted to Collateral Agent a security interest in all of their personal property and fixtures pursuant to that Security Agreement among Obligors and Collateral Agent dated as of the date hereof (the "Security Agreement").

C. Borrower wishes to execute this Agreement to supplement the terms of the Security Agreement and to place of record Borrower's grant of a security interest to Collateral Agent in Borrower's trademarks registered in the United States.

AGREEMENT:

NOW THEREFORE, as an inducement to cause Lender to extend credit to Borrowers, and for other valuable consideration, the receipt and sufficiency of which are acknowledged, it is agreed as follows:

1. UCC Security Interest in Registered Trademarks. Borrower hereby grants to Collateral Agent a security interest in the trademark registrations of record with the United States Trademark and Patent Office (the "USPTO") owned by Borrower and described in Schedule A hereto and all goodwill and other Property associated therewith.

2. Recordation. Borrower authorizes Collateral Agent to record this Agreement with the USPTO.

3. Other Agreements. This Agreement is executed to supplement and further evidence the security interest granted to Collateral Agent under the Security Agreement. The rights and remedies of Collateral Agent with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement, the Security Agreement, and the other Loan Documents, and those which are now or hereafter available to Collateral Agent as a matter of law or equity. Each right, power and remedy of Collateral Agent provided for herein or in the Loan Agreement, the Security Agreement, or any of the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy arising under this Agreement.

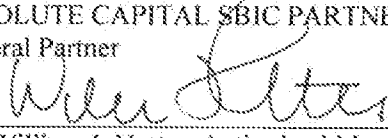
[Signature Page to Follow]

This Trademark Security Agreement is dated as of the date first written above.

COLLATERAL AGENT:

RESOLUTE CAPITAL PARTNERS FUND IV, L.P.

By: RESOLUTE CAPITAL SBIC PARTNERS IV, LLC,
General Partner

By: 
William J. Nutter, Authorized Member

BORROWER:

HAVEN BEHAVIORAL HEALTHCARE, INC.

By: _____
Name: Rodney Cawood
Title: Executive Vice President & Chief Financial Officer

This Trademark Security Agreement is dated as of the date first written above.

COLLATERAL AGENT:

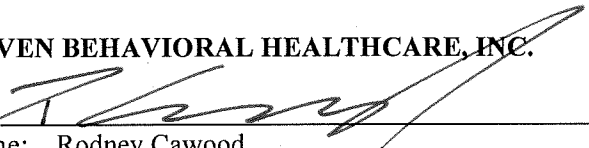
RESOLUTE CAPITAL PARTNERS FUND IV, L.P.

By: RESOLUTE CAPITAL SBIC PARTNERS IV, LLC,
General Partner

By: _____
William J. Nutter, Authorized Member

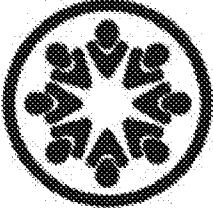
BORROWER:

HAVEN BEHAVIORAL HEALTHCARE, INC.

By: 
Name: Rodney Cawood
Title: Executive Vice President & Chief Financial Officer

Schedule A

Trademarks

Mark	Serial No.	Filing Date	Registration No.	Registration Date
HAVEN	86/363,803	August 12, 2014	4,788,795	August 11, 2015
	86/360,343	August 7, 2014	4,719,524	April 14, 2015
HAVEN BEHAVIORAL SENIOR CARE	85/413,152	September 1, 2011	4,538,169	May 27, 2014
HAVEN SENIOR HORIZONS	77/624,817	December 2, 2008	3,981,921	June 21, 2011