

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM444033

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EATING RECOVERY CENTER LLC		09/21/2017	Limited Liability Company: COLORADO
RECEIVING PARTY DATA			
Name:	GOLDMAN SACHS MIDDLE MARKET LENDING CORP.		
Street Address:	200 WEST STREET		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10282		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4702944	EATING RECOVERY CENTER	
Registration Number:	4707201	EATING RECOVERY CENTER	
Registration Number:	3896042		
Registration Number:	3855165	EATING RECOVERY CENTER	
CORRESPONDENCE DATA			
Fax Number:	3105572193		
<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:	310-557-2900		
Email:	klathrop@proskauer.com		
Correspondent Name:	PROSKAUER ROSE LLP		
Address Line 1:	2049 CENTURY PARK EAST, SUITE 3200		
Address Line 2:	C/O KIMBERLEY A. LATHROP		
Address Line 4:	LOS ANGELES, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	32868.066		
NAME OF SUBMITTER:	Kimberley A. Lathrop		
SIGNATURE:	/Kimberley A. Lathrop/		
DATE SIGNED:	09/21/2017		
Total Attachments: 10			

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is entered into as of September 21, 2017 (this “Trademark Security Agreement”), between Eating Recovery Center LLC, a Colorado limited liability company (the “Grantor”) and Goldman Sachs Middle Market Lending Corp. as administrative agent and collateral agent (in such capacities, the “Administrative Agent”) for the Secured Parties (as defined in the Second Lien Credit Agreement).

Reference is made to that certain Second Lien Credit Agreement, dated as of September 21, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”), by and among ERC Finance, LLC, a Delaware limited liability company, (the “Borrower”), ERC Finance Holdings, LLC, a Delaware limited liability company (“Holdings”), the Lenders from time to time party thereto including, the Administrative Agent.

Reference is also made to that certain Second Lien Pledge and Security Agreement, dated as of September 21, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Borrower, Holdings, the other Grantors (as defined therein) and the Administrative Agent.

The Lenders (as defined in the Second Lien Credit Agreement) have extended credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Second Lien Credit Agreement, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Trademark Security Agreement and not otherwise defined herein have the meanings specified in the Security Agreement, and if not defined therein, the meanings specified in the Second Lien Credit Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the benefit of the Secured Parties, a continuing security interest in all of its right, title and interest in, to and under all of the following assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor, and regardless of where located (collectively, the “Trademark Collateral”):

(a) all trademarks (including service marks), common law marks, trade names, trade dress, domain names and logos, slogans and other indicia of origin under the laws of any jurisdiction in the world, and the registrations and applications for registration thereof (including the registrations and applications listed on Schedule I hereto); and the goodwill of the business connected with the use of and symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past, present and future infringements or dilutions thereof; (d) all rights to sue for past, present, and future infringements or dilutions of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include (i) any IP Rights in any non-U.S. jurisdictions and any intent-to-use Trademark application prior to the filing of a “Statement of Use” or an “Amendment to Allege Use” with respect thereto, only 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 such intent-to-use Trademark application or any registration issuing therefrom under applicable law, or (ii) any other Excluded Assets.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

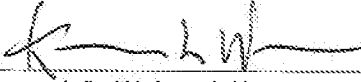
SECTION 4. *Governing Law.* This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. *Counterparts.* This Trademark Security 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.

[Signature Pages Follow]

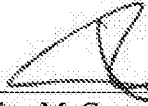
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

EATING RECOVERY CENTER LLC

By: 
Name: Kenneth L. Weiner, M.D.
Title: Chief Executive Officer



**GOLDMAN SACHS MIDDLE MARKET
LENDING CORP.,**
as Administrative Agent

By: Goldman Sachs Asset Management L.P., solely in
its capacity as Investment Manager

By: 
Name: Brendan McGovern
Title: Authorized Signatory

SCHEDULE I

TRADEMARKS

Registered Owner	Registration Number / Date	Trademark
Eating Recovery Center LLC	4702944 3/17/2015	EATING RECOVERY CENTER & Design 
Eating Recovery Center LLC	4707201 3/24/2015	EATING RECOVERY CENTER
Eating Recovery Center LLC	3896042 12/28/2010	<i>Design Only</i> 
Eating Recovery Center LLC	3855165 9/28/2010	EATING RECOVERY CENTER

TRADEMARK APPLICATIONS

None.

ANNEX A TO TRADEMARK SECURITY AGREEMENT

FORM OF TRADEMARK SECURITY AGREEMENT SUPPLEMENT

This TRADEMARK SECURITY AGREEMENT SUPPLEMENT is entered into as of [●], 20[●] (this “Trademark Security Agreement Supplement”), among [●], a [●] ([each, a][the] “Grantor”) and Goldman Sachs Middle Market Lending Corp. as administrative agent and collateral agent (in such capacities, the “Administrative Agent”) for the Secured Parties (as defined in the Second Lien Credit Agreement).

Reference is made to that certain Second Lien Credit Agreement, dated as of September 21, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”), by and among ERC Finance, LLC, a Delaware limited liability company, (the “Borrower”), ERC Finance Holdings, LLC, a Delaware limited liability company (“Holdings”), the Lenders from time to time party thereto including, the Administrative Agent.

Reference is also made to that certain Second Lien Pledge and Security Agreement, dated as of September 21, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among the Borrower, Holdings, the other Grantors (as defined therein) and the Administrative Agent.

The Lenders (as defined in the Second Lien Credit Agreement) have extended credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement. Consistent with the requirements set forth in Sections 4.01 and 5.12 of the Second Lien Credit Agreement, the [Grantor][Grantors] and the Administrative Agent have entered into that certain Trademark Security Agreement, dated as of September 21, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time and in effect on the date hereof, the “Trademark Security Agreement”). Under the terms of the Security Agreement, [each][the] Grantor has granted to the Administrative Agent for the benefit of the Secured Parties a security interest in the Additional Trademark Collateral (as defined below) and has agreed, consistent with the requirements of Section 4.03(c) of the Security Agreement, to execute this Trademark Security Agreement Supplement. Now, therefore, the parties hereto agree as follows:

SECTION 1. *Terms.* Capitalized terms used in this Trademark Security Agreement Supplement and not otherwise defined herein have the meanings specified in the Security Agreement, and if not defined therein, the meanings specified in the Second Lien Credit Agreement.

SECTION 2. *Grant of Security Interest.* As security for the prompt and complete payment or performance, as the case may be, in full of the Secured Obligations, [each][the] Grantor, pursuant to the Security Agreement, did and hereby does pledge, collaterally assign, mortgage, transfer and grant to the Administrative Agent, its successors and permitted assigns, on behalf of and for the ratable benefit of the Secured Parties, a continuing security interest in all of its right, title or interest in, to or under all of the following assets, whether now owned or at any time hereafter acquired by or arising in favor of the [such][the] Grantor and regardless of where located (collectively, the “Additional Trademark Collateral”):

(a) all trademarks (including service marks), common law marks, trade names, trade dress, domain names and logos, slogans and other indicia of origin under the laws of any jurisdiction in the world, and the registrations and applications for registration thereof (including the registrations and applications listed on Schedule I hereto); and the goodwill of the business connected with the use of and symbolized by the foregoing; (b) all renewals of the foregoing; (c) all income, royalties, damages, and

payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims and payments for past, present and future infringements or dilutions thereof; (d) all rights to sue for past, present, and future infringements or dilutions of any of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (e) all rights corresponding to any of the foregoing. Notwithstanding anything herein to the contrary, in no event shall the Additional Trademark Collateral include (i) any IP Rights in any non-U.S. jurisdictions and any intent-to-use Trademark application prior to the filing of a "Statement of Use" or an "Amendment to Allege Use" with respect thereto, only 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 such intent-to-use Trademark application or any registration issuing therefrom under applicable law, or (ii) any other Excluded Assets.

SECTION 3. *Security Agreement.* The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. [Each][The] Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Additional Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Trademark Security Agreement Supplement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. *Governing Law.* This Trademark Security Agreement Supplement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 5. *Counterparts.* This Trademark Security Agreement Supplement 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.

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties hereto have duly executed this Trademark Security Agreement Supplement as of the day and year first above written.

[•]

By: _____

Name: [•]

Title: [•]

GOLDMAN SACHS MIDDLE MARKET LENDING
CORP.

as Administrative Agent

By: _____

Name:

Title:

SCHEDULE I

TRADEMARKS

REGISTERED OWNER	REGISTRATION NUMBER	REGISTRATION DATE	TRADEMARK

TRADEMARK APPLICATIONS

APPLICANT	APPLICATION NO.	FILING DATE	TRADEMARK