

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM445631

<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>
DELPHI BEHAVIORAL HEALTH GROUP, LLC		10/03/2017	Limited Liability Company: DELAWARE
PALM BEACH RECOVERY, LLC		10/03/2017	Limited Liability Company: FLORIDA
OCEAN BREEZE RECOVERY, LLC		10/03/2017	Limited Liability Company: FLORIDA
ELEVATE RECOVERY, LLC		10/03/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BRIGHTWOOD LOAN SERVICES LLC, as Administrative Agent		
<b>Street Address:</b>	810 Seventh Avenue, 26th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 11</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3476197	THE PALM BEACH INSTITUTE	
<b>Registration Number:</b>	4680522	PBI THE PALM BEACH INSTITUTE	
<b>Registration Number:</b>	4591207	EDR PALM BEACH INSTITUTE EATING DISORDER	
<b>Registration Number:</b>	4907130	SINCE 1970 THE PALM BEACH INSTITUTE	
<b>Registration Number:</b>	4670728		
<b>Registration Number:</b>	4670709		
<b>Serial Number:</b>	87366442	DELPHI BEHAVIORAL HEALTH GROUP	
<b>Serial Number:</b>	87366819	CALIFORNIA HIGHLANDS ADDICTION TREATMENT	
<b>Serial Number:</b>	87366783	COMMUNITY REHAB	
<b>Serial Number:</b>	87366845	OCEAN BREEZE RECOVERY	
<b>Serial Number:</b>	87366744	ARETE DETOX	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4045725100		

TRADEMARK

**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:** 404-572-3431  
**Email:** cfraser@kslaw.com  
**Correspondent Name:** Carol Fraser, Paralegal  
**Address Line 1:** 1180 Peachtree Street  
**Address Line 2:** King & Spalding LLP  
**Address Line 4:** Atlanta, GEORGIA 30309

<b>ATTORNEY DOCKET NUMBER:</b>	Delphi -26359.015001
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<b>NAME OF SUBMITTER:</b>	Carol Fraser
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<b>SIGNATURE:</b>	//Carol Fraser//
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<b>DATE SIGNED:</b>	10/03/2017
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**Total Attachments: 7**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this “Agreement”), is executed by the undersigned (each, a “Grantor”) for the benefit of Brightwood Loan Services LLC, a Delaware limited liability company, as administrative agent for itself, the Lenders, and certain Affiliates of the Lenders (the “Administrative Agent”), in connection with a Guaranty and Collateral Agreement dated as of October 3, 2017, among Grantors party thereto and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Collateral Agreement”). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, each Grantor has granted to Administrative Agent, for itself and the ratable benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, each Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, each Grantor does hereby grant to Administrative Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in this Agreement and the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any “intent to use” Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and
- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the “Trademark Collateral”).

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit

Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms “Proceeds” and “Trademarks” are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, *mutatis mutandis*, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

“Proceeds” means all “proceeds” as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of New York.

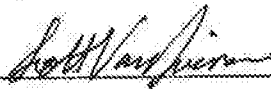
“Trademarks” means (a) all trademarks, trade names, corporate names, each Grantor’s names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any “intent-to-use” applications), 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 or any political subdivision thereof, or otherwise, and all common-law rights related thereto; and (b) the right to obtain all renewals thereof.

This Agreement may be executed in any number of counterparts and by the different parties to this Agreement on separate counterparts and each such counterpart will be deemed to be an original, but all such counterparts will together constitute but one and the same agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission will constitute effective legal delivery thereof and will be deemed an original signature under this Agreement for all purposes.

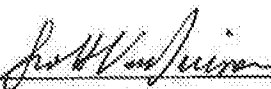
[Signature pages follow]

Each Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.

**DELPHI BEHAVIORAL HEALTH GROUP, LLC,**  
a Delaware limited liability company,  
as a Grantor

By:   
Name: Scott Van Duinen  
Title: Vice President

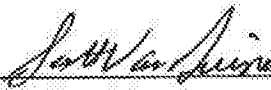
**PALM BEACH RECOVERY, LLC,**  
a Florida limited liability company,  
as a Grantor

By:   
Name: Scott Van Duinen  
Title: Vice President

**OCEAN BREEZE RECOVERY, LLC,** a Florida  
limited liability company, as a Grantor

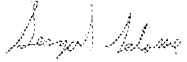
By:   
Name: Scott Van Duinen  
Title: Vice President

**ELEVATE RECOVERY, LLC,** a Delaware  
limited liability company, as a Grantor

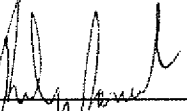
By:   
Name: Scott Van Duinen  
Title: Vice President

Acknowledged:

**BRIGHTWOOD LOAN SERVICES LLC,**  
as Administrative Agent

By:   
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Name: Sengal Selassie  
Title: Authorized Person




By:   
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Name: Phil Daniele  
Title: Chief Risk Officer

SCHEDULE 1

**TRADEMARK COLLATERAL**

U.S. Federal Service Mark Registrations:

Registrant: Palm Beach Recovery, LLC			
Mark	Owner	Reg. No.	Reg. Date
The Palm Beach Institute (words only)	Palm Beach Recovery, LLC	3476197	July 29, 2008
PBI The Palm Beach Institute (logo) 	Palm Beach Recovery, LLC	4680522	February 3, 2015
EDR Palm Beach Institute Eating Disorder Recovery (logo) 	Palm Beach Recovery, LLC	4591207	August 26, 2014
Since 1970 The Palm Beach Institute (logo) 	Palm Beach Recovery, LLC	4907130	March 1, 2016

	Ocean Breeze Recovery LLC	4670728	May 21, 2014
	Ocean Breeze Recover LLC	4670709	May 21, 2014

U.S. Federal Service Mark Applications:

Applicant: Delphi Behavioral Health Group, LLC			
Mark	Owner	App. No.	App. Date
DELPHI BEHAVIORAL HEALTH GROUP (words only)	Delphi Behavioral Health Group, LLC	87366442	March 10, 2017
CALIFORNIA HIGHLANDS ADDICTION TREATMENT	Delphi Behavioral Health Group, LLC	87366819	March 10, 2017
COMMUNITY REHAB (words only)	Delphi Behavioral Health Group, LLC	87366783	March 10, 2017
OCEAN BREEZE RECOVERY (words only)	Delphi Behavioral Health Group, LLC	87366845	March 10, 2017
ARETE DETOX (words only)	Delphi Behavioral Health Group, LLC	87366744	March 10, 2017



Florida State Service Mark Registrations:

Mark	Class	Reg. No.	Reg. Date	
Palm Beach Institute (w/ design of palm tree and bird in a circle) (logo)	44	T13000000173	February 14, 2013	
The Palm Beach Institute (words only)	44	T08000000200	February 25, 2008	