

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM474603

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Assignment of Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Madison Capital Funding LLC		05/11/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Project Build Behavioral Health, LLC		
Street Address:	7444 Long Avenue		
City:	Skokie		
State/Country:	ILLINOIS		
Postal Code:	60077		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	85375516	THE RANCH	
Registration Number:	3825889	ELEMENTS BEHAVIORAL HEALTH	
Registration Number:	3825890	ELEMENTS BEHAVIORAL HEALTH	
Registration Number:	4115062	SRI SEXUAL RECOVERY INSTITUTE	
CORRESPONDENCE DATA			
Fax Number:	2063599000		
<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:	206-359-8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Seth H. Reagan		
Address Line 1:	1201 Third Avenue, Suite 4900		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	124736.0008		
NAME OF SUBMITTER:	Seth H. Reagan		
SIGNATURE:	/Seth H. Reagan/		
DATE SIGNED:	05/18/2018		
Total Attachments: 4			
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ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

This ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of May 11, 2018 is between Madison Capital Funding LLC, a Delaware limited liability company, in its capacity as the resigning administrative agent (in such capacity, the “Resigning Administrative Agent”) for the financial institutions from time to time party to the Credit Agreement referred to below, as Lenders thereunder, in favor of Project Build Behavioral Health, LLC, a Delaware limited liability company, in its capacity as the successor administrative agent (in such capacity, the “Successor Administrative Agent”) for the financial institutions from time to time party to the Credit Agreement referred to below, as Lenders thereunder.

RECITALS

A. Elements Behavioral Health, Inc., a Delaware corporation (“Grantor”) and the other persons parties thereto as Borrowers and/or Guarantors thereunder, the financial institutions from time to time party thereto, as Lenders thereunder, and the Resigning Administrative Agent entered into that certain Second Amended and Restated First Lien Credit Agreement dated as of February 12, 2014 (as the same may be amended, modified, supplemented and/or restated from time to time, hereinafter is referred to as the “Credit Agreement”), pursuant to which the Lenders agreed to provide extensions of credit, loans and other Loans (collectively, the “Loans”) to or for the benefit of Grantor.

B. In order to secure the Loans, Grantor granted to the Resigning Administrative Agent a security interest and lien in and to substantially all of Grantor’s assets.

C. In connection therewith, Grantor granted to the Resigning Administrative Agent a security interest in the Trademark Collateral (as such term is defined in the Trademark Security Agreement referenced below) pursuant to that certain Trademark Security Agreement dated as of February 12, 2014 (the “Trademark Security Agreement”) made by Grantor in favor of the Resigning Administrative Agent.

D. The Resigning Administrative Agent has resigned as the administrative agent for the Lenders under the Credit Agreement, and the Lenders have appointed the Successor Administrative Agent to act as administrative agent for them in Resigning Administrative Agent’s stead. The Successor Administrative Agent has accepted such appointment and assumed all of the rights and duties of the Resigning Administrative Agent under the Credit Agreement.

E. The Resigning Administrative Agent desires to assign all of its right, title and interest in and to, and delegate all of its duties under, the Trademark Security Agreement to the Successor Administrative Agent, and the Successor Administrative Agent desires to accept and assume from the Resigning Administrative Agent all of the Resigning Administrative Agent’s right, title and interest in and to, and accept and assume from the Resigning Administrative Agent all of its duties under, the Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Resigning Administrative Agent and Successor Administrative Agent hereby agree as follows:

1. Assignment and Assumption.

(a) The Resigning Administrative Agent hereby assigns, without representation or warranty by or recourse or liability to Resigning Administrative Agent, all of its right, title and interest in and to, and delegates all of its duties under, the Trademark Security Agreement to the Successor Administrative Agent, and the Successor Administrative Agent hereby accepts and assumes from the Resigning Administrative Agent, all of the Resigning Administrative Agent's right, title and interest in and to, and accepts and assumes from the Resigning Administrative Agent all of its duties under, the Trademark Security Agreement.

2. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

3. Severability. In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of any law, or by reason of the interpretation placed thereon by any court, or any Governmental Authority, as applicable, the validity, legality and enforceability of the remaining terms and provisions of this Agreement shall not in any way be affected or impaired thereby, all of which shall remain in full force and effect, and the affected term or provision shall be modified to the minimum extent permitted by law so as to achieve most fully the intention of this Agreement.

4. Governing Law. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of New York.

5. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Credit Agreement.

[remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, Resigning Administrative Agent and Successor Administrative Agent have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

Madison Capital Funding LLC, as assignor

By: 
Name: _____
Title: _____
J Paul Hicks
Chief Credit Officer

ACCEPTED AND AGREED:

Project Build Behavioral Health, LLC, as assignee

By: _____
Name: _____
Title: _____


IN WITNESS WHEREOF, Resigning Administrative Agent and Successor Administrative Agent have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

Madison Capital Funding LLC, as assignor

By: _____
Name: _____
Title: _____

ACCEPTED AND AGREED:

Project Build Behavioral Health, LLC, as assignee

By: 
Name: Benjamin Klein
Title: Marketing Member

[Signature Page to Assignment of Trademark Security Agreement – Elements Behavioral Health]