

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM483567

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rivermend Health, LLC		07/26/2018	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Madison Capital Funding LLC, as Agent		
Street Address:	30 South Wacker Drive, Suite 3700		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	5339169	ATLANTA ADDICTION RECOVERY CENTER	
Registration Number:	5293254	ATLANTA ADDICTION RECOVERY CENTER	
Registration Number:	4922694	EXPERT CARE. LIFELONG RECOVERY.	
Registration Number:	4971825	WELLSPRING CAMPS	
Registration Number:	4829252	GEORGIA DETOX & RECOVERY CENTERS	
Registration Number:	4870192	BLUFF PLANTATION	
Registration Number:	4870191	GEORGIA DETOX & RECOVERY CENTERS	
Registration Number:	4966514	MALIBU BEACH RECOVERY CENTERS	
Registration Number:	4829253	POSITIVE SOBRIETY INSTITUTE	
Registration Number:	3130657	WELLSPRING	
Registration Number:	3536417	WELLSPRING	
Serial Number:	87445669	MB	
CORRESPONDENCE DATA			
Fax Number:	3129021061		
<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:	312.577.8034		
Email:	oscar.ruiz@kattenlaw.com		
Correspondent Name:	Oscar Ruiz c/o Katten Muchin Rosenman		

CH \$315.00 5339169

Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 214338-123

NAME OF SUBMITTER: Oscar Ruiz

SIGNATURE: /Oscar Ruiz/

DATE SIGNED: 07/26/2018

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”) made as of July 26, 2018, by RIVERMEND HEALTH, LLC, a Delaware limited liability company (“Grantor”), in favor of Madison Capital Funding LLC, in its capacity as Agent for the Lenders (each as defined in the Credit Agreement referenced below) (in such capacity, “Grantee”):

W I T N E S S E T H

WHEREAS, Grantor, together with each other Person that from time to time becomes a borrower thereunder pursuant to the terms thereof, are referred to herein individually as a “Borrower” and collectively as the “Borrowers”, Grantor, as Borrower Representative, the financial institutions party thereto from time to time, as Lenders, and Grantee have entered into that certain Credit Agreement dated as of August 29, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which Grantee and Lenders have agreed, subject to the terms and conditions thereof, to make certain loans to, and other credit accommodations in favor of, Borrower (collectively, the “Loans”).

WHEREAS, pursuant to the terms of that certain Guarantee and Collateral Agreement dated as of August 29, 2014 among Grantee, Grantor and the other Loan Parties (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), Grantor has granted to Grantee, for its benefit and the benefit of the Lenders, a security interest and lien upon substantially all assets of Grantor, including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Guarantee and Collateral Agreement including registrations and applications therefore), together with the goodwill of the business symbolized by Grantor’s Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by the Borrowers under the Credit Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Guarantee and Collateral Agreement Controls. If there is a conflict between the Guarantee and Collateral Agreement and this Agreement, the terms of the Guarantee and Collateral Agreement shall control.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations (as defined in the Credit Agreement), Grantor hereby grants to Grantee, for its benefit and the benefit of the Lenders, and hereby reaffirms its prior grant pursuant to the Guarantee and Collateral Agreement of, a continuing security interest in Grantor’s entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether now owned or existing or hereafter created, acquired or arising:

(a) each Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(b) all proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of each such Trademark, or (ii) injury to the goodwill associated with each such Trademark.


3. Intent-To-Use Trademarks. Notwithstanding the foregoing, and 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, the Trademark Collateral shall not include any applications filed in the United States Patent and Trademark Office to register trademarks or service marks on the basis of any Grantor's "intent to use" such trademarks or service marks unless and until the filing of a "Statement of Use" or "Amendment to Allege Use" has been filed and accepted, whereupon such applications shall be automatically subject to the security interest granted herein.

4. Governing Law. This Agreement is made under and governed by the laws of the State of New York without regard to conflicts of laws principles.

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IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

RIVERMEND HEALTH LLC, a Delaware limited liability company

By: 
Name: Elizabeth Ann Edelman
Title: SVP / Secretary / GC

Agreed and accepted as of
the date first written above:

**MADISON CAPITAL FUNDING LLC, as
Agent**

By: 
Name: Rebecca Shaoul
Title: Vice President

SCHEDULE A

Trademark Registrations

Trademark	Registration Number	Registration Date	Jurisdiction
Atlanta Addiction Center	5,339,169	11/21/2017	United States
Atlanta Addiction Recovery Center	5,293,254	9/9/2017	United States
Expert Care Lifelong Recovery	4,922,694	3/22/2016	United States
Wellspring Camps	4,971,825	6/7/2016	United States
Georgia Detox & Recovery Centers	4,829,252	10/6/2015	United States
Bluff Plantation	4,870,192	12/15/2015	United States
Georgia Detox & Recovery Centers	4,870,191	12/15/2015	United States
Malibu Beach Recovery Centers	4,966,514	5/24/2016	United States
Positive Sobriety Institute	4,829,253	10/6/2015	United States
Wellspring	3,130,657	8/15/2008	United States
Wellspring	3,536,417	11/25/2008	United States
Atlanta Addiction Recovery Center (and design)	S-29061	4/17/2018	Georgia

Trademark Applications

Trademark	Registration Number	Registration Date	Jurisdiction
MB	87/445,669	5/11/2017	United States