

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM520674

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CONSTELLATION BEHAVIORAL HEALTH, LLC		04/03/2019	Limited Liability Company: DELAWARE
ALTA MIRA RECOVERY CENTERS HOLDING, LLC		04/03/2019	Limited Liability Company: DELAWARE
BRIDGES TO RECOVERY, LLC		04/03/2019	Limited Liability Company: DELAWARE
ALTA MIRA RECOVERY CENTERS, LLC		04/03/2019	Limited Liability Company: DELAWARE
LA MESA BUSINESS ASSOCIATES, LLC		04/03/2019	Limited Liability Company: CALIFORNIA
MOUNT HELIX BUSINESS ASSOCIATES, LLC		04/03/2019	Limited Liability Company: CALIFORNIA
HANBLECEYA TREATMENT CENTER, A PSYCHOLOGICAL CORPORATION		04/03/2019	Corporation: CALIFORNIA
MOUNT HELIX TREATMENT CENTER, A PSYCHOLOGICAL CORPORATION		04/03/2019	Corporation: CALIFORNIA
BQ-NV PROFESSIONAL SERVICES, PLLC		04/03/2019	Limited Liability Company: TENNESSEE
HANBLECEYA NASHVILLE, LLC		04/03/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	COMERICA BANK
Street Address:	39200 W. SIX MILE ROAD
Internal Address:	MC 7578
City:	LIVONIA
State/Country:	MICHIGAN
Postal Code:	48152
Entity Type:	TEXAS BANKING ASSOCIATION: TEXAS

PROPERTY NUMBERS Total: 3

CH \$90.00 4083824

Property Type	Number	Word Mark
Registration Number:	4083824	BRIDGES TO RECOVERY
Registration Number:	5132792	ALTA MIRA
Serial Number:	87067296	CONSTELLATION BEHAVIORAL HEALTH

CORRESPONDENCE DATA

Fax Number: 8585506420

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: 858-550-6433

Email: jmfitzpatrick@cooley.com

Correspondent Name: JENNIFER FITZPATRICK

Address Line 1: C/O COOLEY LLP

Address Line 2: 4401 EASTGATE MALL

Address Line 4: SAN DIEGO, CALIFORNIA 92121

ATTORNEY DOCKET NUMBER: 036703-1974

NAME OF SUBMITTER: JENNIFER FITZPATRICK

SIGNATURE: /JENNIFER FITZPATRICK/

DATE SIGNED: 04/25/2019

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement ("Agreement") is entered into as of April 3, 2019 by and between COMERICA BANK, a Texas Banking Association ("Bank"), CONSTELLATION BEHAVIORAL HEALTH, LLC, a Delaware limited liability company ("Constellation"), ALTA MIRA RECOVERY CENTERS HOLDING, LLC, a Delaware limited liability company ("Holding"), BRIDGES TO RECOVERY, LLC, a Delaware limited liability company ("Bridges"), ALTA MIRA RECOVERY CENTERS, LLC, a Delaware limited liability company ("Alta Mira"), LA MESA BUSINESS ASSOCIATES, LLC, a California limited liability company ("La Mesa"), MOUNT HELIX BUSINESS ASSOCIATES, LLC, a California limited liability company ("Mount Helix"), HANBLECEYA TREATMENT CENTER, A PSYCHOLOGICAL CORPORATION, a California professional corporation ("Hanbleceya Treatment"), MOUNT HELIX TREATMENT CENTER, A PSYCHOLOGICAL CORPORATION, a California professional corporation ("Mount Helix Treatment"), BQ-NV PROFESSIONAL SERVICES, PLLC, a Tennessee limited liability company ("BQ-NV") and HANBLECEYA NASHVILLE, LLC, a Delaware limited liability company ("Hanbleceya"; Constellation, Holding, Bridges, Alta Mira, La Mesa, Mount Helix, Hanbleceya Treatment, Mount Helix Treatment, BQ-NV and Hanbleceya are each a "Grantor" and collectively, the "Grantors" provided that each reference to "Grantor" or "Grantors" in this Agreement and the Loan Documents shall mean and refer to each Grantor, individually, and/or to all the Grantors, collectively and in the aggregate, as determined by Bank as the context may require).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantors dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantors, but only upon the condition, among others, that each Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of such Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantors have granted to Bank a security interest in all of Grantors' right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantors and Bank, Grantors hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantors and Bank, each Grantor grants and pledges to Bank a security interest in all of Grantors' right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto but excluding intent-to-use trademarks), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and, as applicable, all re-issues, divisionals, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the 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 provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or

remedies. In the event of any conflict between this Agreement and any other Loan Document, the terms of such other Loan Documents shall control.

Each Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which such Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, as of the date hereof.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTORS:

CONSTELLATION BEHAVIORAL HEALTH, LLC

HANBLECEYA TREATMENT CENTER,
A PSYCHOLOGICAL CORPORATION

By: Rusty J. Taylor
Name: RUSTY L. TAYLOR
Title: CFO

By: _____
Name: _____
Title: _____

ALTA MIRA RECOVERY CENTERS HOLDING, LLC

MOUNT HELIX TREATMENT CENTER,
A PSYCHOLOGICAL CORPORATION

By: Rusty J. Taylor
Name: RUSTY L. TAYLOR
Title: CFO

By: _____
Name: _____
Title: _____

BRIDGES TO RECOVERY, LLC

BQ-NV PROFESSIONAL SERVICES, PLLC

By: Rusty J. Taylor
Name: RUSTY L. TAYLOR
Title: CFO

By: _____
Name: _____
Title: _____

ALTA MIRA RECOVERY CENTERS, LLC

HANBLECEYA NASHVILLE, LLC

By: Rusty J. Taylor
Name: RUSTY L. TAYLOR
Title: CFO

By: Rusty J. Taylor
Name: RUSTY L. TAYLOR
Title: CFO

LA MESA BUSINESS ASSOCIATES, LLC

MOUNT HELIX BUSINESS ASSOCIATES, LLC

By: Rusty J. Taylor
Name: RUSTY L. TAYLOR
Title: CFO

By: Rusty J. Taylor
Name: RUSTY L. TAYLOR
Title: CFO

Address of Grantors:

c/o Constellation Behavioral Health, LLC
10301 Meanley Dr, Suite 150
San Diego, CA 92131
Attn: Rusty Taylor, Chief Financial Officer

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GRANTORS:

CONSTELLATION BEHAVIORAL HEALTH, LLC

HANBLECEYA TREATMENT CENTER,
A PSYCHOLOGICAL CORPORATION

By: _____
Name: _____
Title: _____

By: Karlyn Pleasants
Name: Karlyn Pleasants
Title: Owner

ALTA MIRA RECOVERY CENTERS HOLDING, LLC

MOUNT HELIX TREATMENT CENTER,
A PSYCHOLOGICAL CORPORATION

By: _____
Name: _____
Title: _____

By: Karlyn Pleasants
Name: Karlyn Pleasants
Title: Owner

BRIDGES TO RECOVERY, LLC

BQ-NV PROFESSIONAL SERVICES, PLLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ALTA MIRA RECOVERY CENTERS, LLC

HANBLECEYA NASHVILLE, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

LA MESA BUSINESS ASSOCIATES, LLC

MOUNT HELIX BUSINESS ASSOCIATES, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address of Grantors:

c/o Constellation Behavioral Health, LLC
10301 Meanley Dr, Suite 150
San Diego, CA 92131
Attn: Rusty Taylor, Chief Financial Officer

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GRANTORS:

CONSTELLATION BEHAVIORAL HEALTH, LLC

HANBLECEYA TREATMENT CENTER,
A PSYCHOLOGICAL CORPORATION

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

ALTA MIRA RECOVERY CENTERS HOLDING, LLC

MOUNT HELIX TREATMENT CENTER,
A PSYCHOLOGICAL CORPORATION

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

BRIDGES TO RECOVERY, LLC

BQ-NV PROFESSIONAL SERVICES, PLLC

By: _____
Name: _____
Title: _____

By: William Andrew West
Name: _____
Title: _____

ALTA MIRA RECOVERY CENTERS, LLC

HANBLECEYA NASHVILLE, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

LA MESA BUSINESS ASSOCIATES, LLC

MOUNT HELIX BUSINESS ASSOCIATES, LLC

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

Address of Grantors:
c/o Constellation Behavioral Health, LLC
10301 Meanley Dr, Suite 150
San Diego, CA 92131
Attn: Rusty Taylor, Chief Financial Officer

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

BANK:

Address of Bank:

COMERICA BANK

Comerica Bank
National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

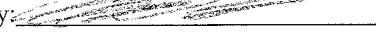
By: 
Name: Walter Weston
Title: VP

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None.		

EXHIBIT B

Patents

Description	Patent / Application Number	Issue / Application Date
None.		

EXHIBIT C

Trademarks

Owner	Description	Registration/ Serial Number	Registration/ Application Date
Bridges	BRIDGES TO RECOVERY	4,083,824	01/10/12
Constellation	CONSTELLATION BEHAVIORAL HEALTH	87/067,296	06/10/16
Alta Mira	ALTA MIRA	5,132,792	01/31/17