

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM529908

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CENTERPOINTE BEHAVIORAL HEALTH SYSTEM, LLC		06/23/2017	Limited Liability Company: DELAWARE
LITTLE HILLS HEALTHCARE, L.L.C.		06/23/2017	Limited Liability Company: MISSOURI
CENTERPOINTE BEHAVIORAL HEALTH KANSAS CITY LLC		06/23/2017	Limited Liability Company: MISSOURI
SIGNATURE BEHAVIORAL HOSPITAL OPERATIONS, LLC		06/23/2017	Limited Liability Company: MISSOURI

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	5602993	CHANGING POINTE
Registration Number:	5582202	SILVER LINING

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

CH \$65.00 5602993

Address Line 4:	SAN DIEGO, CALIFORNIA 92121
ATTORNEY DOCKET NUMBER:	036703-1862
NAME OF SUBMITTER:	JENNIFER FITZPATRICK
SIGNATURE:	/JENNIFER FITZPATRICK/
DATE SIGNED:	06/30/2019
Total Attachments: 7 source=CBHS (Executed) IPSA 6.23.17 (updated June 2019)#page1.tif source=CBHS (Executed) IPSA 6.23.17 (updated June 2019)#page2.tif source=CBHS (Executed) IPSA 6.23.17 (updated June 2019)#page3.tif source=CBHS (Executed) IPSA 6.23.17 (updated June 2019)#page4.tif source=CBHS (Executed) IPSA 6.23.17 (updated June 2019)#page5.tif source=CBHS (Executed) IPSA 6.23.17 (updated June 2019)#page6.tif source=CBHS (Executed) IPSA 6.23.17 (updated June 2019)#page7.tif	

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of June 23, 2017, by and among COMERICA BANK ("Bank"), CENTERPOINTE BEHAVIORAL HEALTH SYSTEM, LLC, a Delaware limited liability company ("CenterPointe"), LITTLE HILLS HEALTHCARE, L.L.C., a Missouri limited liability company ("Little Hills"), CENTERPOINTE BEHAVIORAL HEALTH KANSAS CITY LLC, a Missouri limited liability company ("Kansas City") and SIGNATURE BEHAVIORAL HOSPITAL OPERATIONS, LLC a Missouri limited liability company ("Signature") (CenterPointe, Little Hills, Kansas City and Signature are each a "Grantor" and collectively, the "Grantors"; 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, each Grantor 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), 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, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof, but excluding the Excluded Property .

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.


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.

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.


[Remainder of page left intentionally blank. Signature page follows.]

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.


CENTERPOINTE BEHAVIORAL HEALTH SYSTEM, LLC

By: 
Name: John E. Turner
Title: Chief Executive Officer


LITTLE HILLS HEALTHCARE, L.L.C.

By: 
Name: John E. Turner
Title: Chief Executive Officer

CENTERPOINTE BEHAVIORAL HEALTH KANSAS CITY LLC

By: 
Name: John E. Turner
Title: Manager

SIGNATURE BEHAVIORAL HOSPITAL OPERATIONS, LLC

By: 
Name: John E. Turner
Title: Manager

Address of Grantors:

c/o CenterPointe Behavioral Health System, LLC
4801 Weldon Spring Parkway, St. Charles, MO 63304-5611
Attn: John E. Turner

Address of Bank:

M/C 7512
39200 Six Mile Road
Livonia, MI 48152
Attn: Livonia Operations Center

BANK:

COMERICA BANK

By: _____
Name: _____
Title: _____

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.

CENTERPOINTE BEHAVIORAL HEALTH SYSTEM, LLC

By: _____
Name: _____
Title: _____

LITTLE HILLS HEALTHCARE, L.L.C.

By: _____
Name: _____
Title: _____

CENTERPOINTE BEHAVIORAL HEALTH KANSAS CITY LLC

By: _____
Name: _____
Title: _____

SIGNATURE BEHAVIORAL HOSPITAL OPERATIONS, LLC

By: _____
Name: _____
Title: _____

Address of Grantors:

c/o CenterPointe Behavioral Health System, LLC
4801 Weldon Spring Parkway, St. Charles, MO 63304-5611
Attn: John E. Turner

Address of Bank:

M/C 7512
39200 Six Mile Road
Livonia, MI 48152
Attn: Livonia Operations Center

BANK:


COMERICA BANK
By: 
Name: Douglas Hollenbeck
Title: Vice President

EXHIBIT A

Copyrights

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

EXHIBIT B

Patents

<u>Description</u>	<u>Patent / Application Number</u>	<u>Issue / Application Date</u>
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None.

EXHIBIT C (to IPSA)

Trademarks

Owner	Description	Registration/ Application Number	Registration/ Application Date
CenterPointe	STEPPING STONES	87/800,757 (Abandoned)	02/16/18
CenterPointe	CHANGING POINTE	5,602,993	11/06/18
CenterPointe	SILVER LINING	5,582,202	10/09/18