

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM531304

<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>
STR ADDICTION COUNSELING, LLC D/B/A STEPS TO RECOVERY		07/09/2019	Limited Liability Company: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ARENA LIMITED SPV, LLC		
<b>Street Address:</b>	405 Lexington Avenue, 59th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10174		
<b>Entity Type:</b>	Limited Liability Company: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4379837	STEPS TO RECOVERY	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2149326499		
<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>			
<b>Phone:</b>	2149326400		
<b>Email:</b>	sshernandez@mcguirewoods.com		
<b>Correspondent Name:</b>	SCOTT RATLIFF		
<b>Address Line 1:</b>	2000 MCKINNEY AVENUE, SUITE 1400		
<b>Address Line 2:</b>	MCGUIREWOODS LLP		
<b>Address Line 4:</b>	DALLAS, TEXAS 75201		
<b>ATTORNEY DOCKET NUMBER:</b>	2074342-0045		
<b>NAME OF SUBMITTER:</b>	Stephanie Hernandez		
<b>SIGNATURE:</b>	/Stephanie Hernandez/		
<b>DATE SIGNED:</b>	07/10/2019		
<b>Total Attachments: 5</b>			
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## INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "*Agreement*") is entered into as of July 9, 2019 by and between **STR ADDICTION COUNSELING, LLC D/B/A STEPS TO RECOVERY**, a Pennsylvania limited liability company (the "*Company*") and **ARENA LIMITED SPV, LLC**, a Delaware limited liability company, as agent for itself and the other Lenders (in such capacity, the "*Agent*") under (and as described in) the Loan Agreement (as defined below).

### RECITALS

The Lenders (as defined in the Loan Agreement) have agreed to make certain advances of money and to extend certain financial accommodations to the Company under that certain Loan Agreement by and among Agent, the Lenders from time to time party thereto, the Company, and **CDS GROUP, LLC D/B/A SILVER PINES TREATMENT CENTER**, a Pennsylvania limited liability company ("*Silver Pines*"), dated as of the date hereof (the "*Loan Agreement*"). Pursuant to the terms of that certain Security Agreement dated as of the date hereof in favor of Agent (as amended, supplemented or otherwise modified from time to time, the "*Security Agreement*"), the Company has granted to Agent a security interest in its personal property. Capitalized terms used herein are used as defined in the Security Agreement.

NOW, THEREFORE, the Company and Agent agree as follows:

### AGREEMENT

To secure its obligations from time to time owed to the Lenders under the Loan Documents, the Company grants to Agent, a security interest in all of the Company's right, title and interest in, its Intellectual Property (including without limitation any and all Copyrights, Patents and Trademarks listed on Exhibit A hereto) and all proceeds thereof, including without limitation (i) all reissues, reexaminations, continuations, continuations-in-part, divisionals, renewals and extensions of the foregoing, (ii) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof throughout the world, (iii) all goodwill of the business connected with the use of, and symbolized by, any trademark

The Company represents and warrants that Exhibit A hereto sets forth any and all of its Intellectual Property that the Company has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office or any other agency of any state or country responsible for the registration of any patent, trademark, copyright, or similar protection, as applicable.

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Security Agreement, and the Company hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Intellectual Property made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Agreement and the Security Agreement (or any portion hereof or thereof), the terms of the Security Agreement shall prevail.

This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which

taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. A facsimile or .pdf execution shall have the same force and effect as an original.

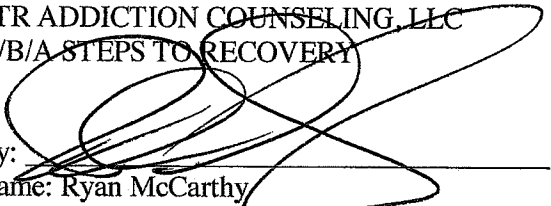
This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to any conflicts of law principles that would require the application of the laws of any other jurisdiction.

*(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.

**COMPANY:**

STR ADDICTION COUNSELING, LLC  
D/B/A STEPS TO RECOVERY

By:   
Name: Ryan McCarthy  
Title: Chief Executive Officer

*(Signature Page to Intellectual Property Security Agreement – Silver Pines)*

**TRADEMARK**  
**REEL: 006691 FRAME: 0097**

**AGENT:**

**ARENA LIMITED SPV, LLC**, in its capacity as Agent

DocuSigned by:  
*Lawrence Cutler*

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By: \_\_\_\_\_

Name: Lawrence Cutler

Title: Authorized Signer

EXHIBIT A

Intellectual Property

1. TRADEMARKS:

“Steps to Recovery” United States trademark: Reg. No. 4,379,837, Registered August 6, 2013.

2. PATENTS:

None.

3. COPYRIGHTS:

None.