

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM546763

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Promises Behavioral Health, LLC		08/30/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Post Road Administrative LLC, as Administrative Agent		
Street Address:	Two Landmark Square, Suite 207		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06910		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	4809916	BRAVEN	
Registration Number:	3825889	ELEMENTS BEHAVIORAL HEALTH	
Registration Number:	3825890	ELEMENTS BEHAVIORAL HEALTH	
Registration Number:	4810017		
Registration Number:	4814051	THREE STRANDS	
Registration Number:	4809718	TS	
Registration Number:	4814253	YOUR FAITH. YOUR FUTURE. YOUR LIFE.	
CORRESPONDENCE DATA			
Fax Number:	3032912400		
<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:	303-291-2300		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	Sabrina J. Danielson, Perkins Coie LLP		
Address Line 1:	1900 Sixteenth Street, Suite 1400		
Address Line 4:	Denver, COLORADO 80202		
ATTORNEY DOCKET NUMBER:	124736-0008.0003		
NAME OF SUBMITTER:	Sabrina J. Danielson		
SIGNATURE:	/Sabrina J. Danielson/		

OP \$190.00 4809916

DATE SIGNED:	10/25/2019
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Total Attachments: 9

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- source=Promises Behavioral Health, LLC_Trademark Security Agreement#page2.tif
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of August 30, 2019 is between PROMISES BEHAVIORAL HEALTH, LLC, a Delaware limited liability company (“Grantor”), in favor of POST ROAD ADMINISTRATIVE LLC, in its capacity as the administrative agent (in such capacity, the “Administrative Agent”) for the financial institutions from time to time party to the Credit Agreement referred to below, as Lenders thereunder.

RECITALS

A. Grantor and PROJECT BUILD BEHAVIORAL HEALTH, LLC, a Delaware limited liability company, as Borrowers and/or Guarantors thereunder, the financial institutions from time to time party thereto, as Lenders thereunder, and the Administrative Agent entered into that certain First Lien Credit Agreement dated as of April 22, 2019 (such First Lien Credit Agreement, 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 have 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 has granted to the Administrative Agent a security interest and lien in and to all of Grantor’s assets, including, but not limited to, all patents, trademarks, trademark registrations, trade names, copyrights, all applications therefor and all other intellectual or proprietary rights or interests of any kind, nature or description whatsoever.

C. One of the requirements of the Credit Agreement and the other Loan Documents (as such term is defined in the Credit Agreement) is that Grantor shall have executed and delivered this Agreement to the Administrative Agent.

NOW, THEREFORE, in consideration of the Loans, the mutual promises and understandings of Grantor and the Administrative Agent set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor covenants unto and agrees with the Administrative Agent as follows:

1. Defined Terms.

(a) Capitalized terms used but not elsewhere defined in this Agreement shall have the respective meanings ascribed to such terms in the Credit Agreement.

(b) The term “Trademark” shall mean any trademark, service mark, trade name (but excluding any application to register a trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein would void or invalidate such trademark, service mark or other mark), and including without limitation the right to sue for past infringement and damages therefor, and all licenses thereof, all as presently existing or hereafter arising or acquired, including without limitation trademarks,

service marks and trade names listed on Schedule I, and all income and royalties with respect to such trademark, service mark, or trade name.

2. Grant of Security Interest in Trademark Collateral. To secure the Obligations, Grantor hereby grants to the Administrative Agent a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether now owned or hereafter acquired, presently existing or hereafter created (collectively, the "Trademark Collateral"):

(a) each Trademark owned by Grantor, including but not limited to those listed on Schedule I attached hereto, and all rights of Grantor under licenses of Trademarks owned by other Persons, in each case whether such Trademarks are registered or unregistered and wherever registered, together with all rights arising therefrom and pertaining thereto and all reissues, extensions, continuations and renewals thereof;

(b) all manuscripts, documents, writings, tapes, disks, storage media, computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Trademarks, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;

(c) all of the goodwill of Grantor's business connected with the use of, and/or symbolized by, each such Trademark and/or Trademark license; and

(d) all products and proceeds of the foregoing, including, but not limited to, (i) all income, royalties and payments now and hereafter due or payable under and with respect to the foregoing, including payments under all licenses and/or sublicenses entered into in connection therewith, (ii) all claims and damages for past or future infringements or dilutions thereof, (iii) the right to sue and recover for past, present and future infringements, unconsented use and/or dilutions thereof, (iv) the right to sue for injury to the goodwill of Grantor's business symbolized by or connected with any Trademark owned or licensed by Grantor, and (v) all of Grantor's rights corresponding thereto throughout the world.

3. Agreement; Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Guarantee and Collateral Agreement dated as of April 22, 2019 (the "Guarantee and Collateral Agreement"). Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of the Guarantee and Collateral Agreement and this Agreement, the Guarantee and Collateral Agreement shall control.

4. Representations and Warranties. Grantor represents and warrants to the Administrative Agent that a true and correct list of all of Grantor's United States (a) registered trademarks and trademark registrations is set forth on Part 1 of Schedule I attached hereto, and (b) applications for trademark registrations is set forth on Part 2 of Schedule I attached hereto.

5. Further Acts. Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be reasonably necessary or advisable or may be reasonably requested by the Administrative Agent for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, and to enable the Administrative Agent to exercise and enforce its rights and remedies hereunder with respect to the Trademark Collateral, including any documents for filing with the United States Patent and Trademark Office or any applicable state office. The Administrative Agent may record this Agreement, an abstract thereof, or any other document describing the Administrative Agent's security interest in the Trademarks with the United States Patent and Trademark Office, at the expense of Grantor. In addition, Grantor authorizes the Administrative Agent to file financing statements describing the Trademark Collateral in any UCC filing office deemed appropriate by the Administrative Agent. If Grantor shall at any time hold or acquire a commercial tort claim arising with respect to the Trademark Collateral, Grantor immediately shall notify the Administrative Agent in a writing signed by the Grantor of the brief details thereof and grant to the Administrative Agent in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Administrative Agent.

6. Authorization to Supplement. Upon mutual agreement, either Grantor or Administrative Agent shall modify this Agreement by amending Schedule I to include any future United States registered trademark of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

7. 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.

8. 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.

9. Continuing Security Interest. This Agreement shall create a continuing lien on and security interest in the Trademark Collateral and shall be binding upon Grantor and its successors and assigns and shall inure to the benefit of the Administrative Agent and its successors and permitted assigns.

10. 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.

11. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall automatically terminate and Administrative Agent (at Grantor's expense) promptly shall execute and deliver to Grantor such documents and instruments reasonably requested by Grantor as shall be necessary to evidence termination of such security interests, including cancellation of this Agreement by written notice from the Administrative Agent to the United States Patent and Trademark Office.

12. 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, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PROMISES BEHAVIORAL HEALTH, LLC,
as Grantor

By: John P. Hart
Name: John Hart
Title: Chief Financial Officer

ACCEPTED AND AGREED:

POST ROAD ADMINISTRATIVE LLC, as
Administrative Agent

By: _____
Name: _____
Title: _____

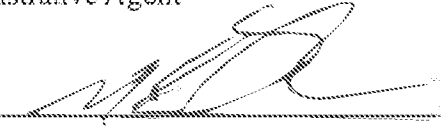
IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

PROMISES BEHAVIORAL HEALTH, LLC,
as Grantor

By: _____
Name: John Hart
Title: Chief Financial Officer

ACCEPTED AND AGREED:

POST ROAD ADMINISTRATIVE LLC, as
Administrative Agent

By: 
Name: Michael E. Bogdan
Title: Authorized Signatory

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

PART 1 - TRADEMARK REGISTRATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Reg No.</u>	<u>Reg. Date</u>
PROMISES BEHAVIORAL HEALTH, LLC	BRAVEN	4809916	September 8, 2015
PROMISES BEHAVIORAL HEALTH, LLC	ELEMENTS BEHAVIORAL HEALTH	3825889	July 27, 2010
PROMISES BEHAVIORAL HEALTH, LLC	ELEMENTS BEHAVIORAL HEALTH	3825890	July 27, 2010
PROMISES BEHAVIORAL HEALTH, LLC	PROMISES	2414264	December 2, 2010
PROMISES BEHAVIORAL HEALTH, LLC	PROMISES	1351522	March 17, 2010
PROMISES BEHAVIORAL HEALTH, LLC	PROMISES	830581537	March 5, 2013
PROMISES BEHAVIORAL HEALTH, LLC	PROMISES	008960271	December 10, 2015
PROMISES BEHAVIORAL HEALTH, LLC	Stylized Design 	4810017	September 8, 2015

PROMISES BEHAVIORAL HEALTH, LLC	THE RANCH & Design 	010530137	May 25, 2012
PROMISES BEHAVIORAL HEALTH, LLC	THE RECOVERY PLACE & Design 	TMA848406	April 12, 2013
PROMISES BEHAVIORAL HEALTH, LLC	THE RECOVERY PLACE & Design 	010530152	May 25, 2012
PROMISES BEHAVIORAL HEALTH, LLC	THREE STRANDS	4814051	September 15, 2015
PROMISES BEHAVIORAL HEALTH, LLC	TS & Design 	4809718	September 8, 2015
PROMISES BEHAVIORAL HEALTH, LLC	YOUR FAITH. YOUR FUTURE. YOUR LIFE.	4814253	September 15, 2015

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

PART 2 - TRADEMARK APPLICATIONS

None.