

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM564501

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Addiction & Mental Health Services, LLC, d/b/a Bradford Health Services		12/27/2019	Limited Liability Company: DELAWARE
Consolidated Holdings, L.L.C.		12/27/2019	Limited Liability Company: ALABAMA
BHS, L.L.C.		12/27/2019	Limited Liability Company: ALABAMA
Red Oak Recovery, LLC		12/27/2019	Limited Liability Company: NORTH CAROLINA
Red Oak Adolescent Recovery LLC		12/27/2019	Limited Liability Company: DELAWARE
The Willows at Red Oak Recovery, LLC		12/27/2019	Limited Liability Company: NORTH CAROLINA
Bradford Health Services, LLC		12/27/2019	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Yukon Capital Partners II, L.P., as collateral agent
Street Address:	8500 Normandale Lake Boulevard, Suite 830
Internal Address:	Attn. Michael J. Hall
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55437
Entity Type:	Limited Partnership: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	3863414	THERE IS HOPE AHEAD
Registration Number:	2013305	BRADFORD
Registration Number:	1986977	BRADFORD HEALTH SERVICES
Registration Number:	5058169	RED OAK RECOVERY
Registration Number:	4964080	RED OAK RECOVERY
Registration Number:	5106496	THE WILLOWS AT RED OAK RECOVERY

OP \$165.00 3863414

CORRESPONDENCE DATA**Fax Number:** 3036293450*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:** 303-629-3400**Email:** burtner.jody@dorsey.com**Correspondent Name:** Dorsey & Whitney LLP**Address Line 1:** 1400 Wewatta Street, Suite 400**Address Line 2:** IP Department**Address Line 4:** Denver, COLORADO 80202-5549

ATTORNEY DOCKET NUMBER:	504020-10
NAME OF SUBMITTER:	Jody L. Burtner, Senior Paralegal
SIGNATURE:	/Jody L. Burtner/
DATE SIGNED:	02/28/2020

Total Attachments: 9

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented, extended, joined and/or otherwise modified from time to time, this “**IP Security Agreement**”) dated as of December 27, 2019, is made by Addiction & Mental Health Services, LLC, d/b/a Bradford Health Services, a Delaware limited liability company (“**Bradford**”), Consolidated Holdings, L.L.C., an Alabama limited liability company, BHS, L.L.C., an Alabama limited liability company, Red Oak Recovery, LLC, a North Carolina limited liability company, Red Oak Adolescent Recovery LLC, a Delaware limited liability company, The Willows at Red Oak Recovery, LLC, a North Carolina limited liability company, Bradford Health Services, LLC, a Delaware limited liability company (individually, each a “**Grantor**”, and collectively, jointly and severally, the “**Grantors**”), in favor of Yukon Capital Partners II, L.P., a Delaware limited partnership, in its capacity as collateral agent (together with its successors and assigns, in such capacity, the “**Collateral Agent**”) for itself and the other purchasers from time to time party to the Note Purchase Agreement described below (collectively, the “**Purchasers**”).

WHEREAS, Grantors have entered into that certain Amended and Restated Subordinated Note Purchase Agreement with the Collateral Agent, the Purchasers and the other Note Parties from time to time party thereto, dated as of December 27, 2019 (as amended from time to time and as the same may be further amended, restated, extended, replaced, supplemented or otherwise modified, the “**Note Purchase Agreement**”);

WHEREAS, under the terms of the Note Purchase Agreement and the other Note Documents, each Grantor has granted to the Collateral Agent, on behalf of the Purchasers, a first priority Security Interest in, among other property, all Intellectual Property (as defined in the Security Agreement) of such Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the United States Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

SECTION 1. **Definitions.** Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Note Purchase Agreement, or if not therein, in the Uniform Commercial Code as in effect in the state of New York. The following terms have the meanings set forth below:

(a) “**Copyrights**” means (a) all copyrights in all Works (as defined in the Security Agreement), now existing or hereafter created or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise, and (b) all renewals thereof, in each case now owned or hereafter acquired by any Grantor.

(b) “**Patents**” means (a) all letters patent of the United States or any other country and all reissues and extensions thereof, and (b) all applications for letters patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof, in each case now owned or hereafter acquired by any Grantor.

(c) “**Trademarks**” means (a) all trademarks and service marks, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than “intent to use” applications until a verified statement of use is filed with respect to such applications), whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, or otherwise and (b) all renewals thereof, in each case now owned or hereafter acquired by any Grantor.

SECTION 2. **Grant of Security**. Each Grantor hereby grants to the Collateral Agent, on behalf of the Lenders, a Security Interest in all of such Grantor’s right, title, and interest in and to the following (the “**Collateral**”):

(i) all of its Patents, including, but not limited to, those set forth on Schedule A hereto;

(ii) all of its Trademarks, including, but not limited to, those set forth on Schedule B hereto, together with all goodwill of the business connected with the use of, and symbolized by, each Trademark;

(iii) all of its Copyrights, including, but not limited to, those set forth on Schedule C hereto;

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals, and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present, and future infringement, dilution, misappropriation, violation, misuse, breach, or injury with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all products and proceeds of, income, royalties, and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, or arising from any of the foregoing.

Notwithstanding the foregoing, there shall be no Lien or security interest granted or pledged by any Grantor in any Trademark application that is filed on an “intent-to-use” basis until such time as a statement of use or an amendment to allege use has been filed with and duly accepted by the United States Patent and Trademark Office.

SECTION 3. **Security for Obligations.** The grant of a Security Interest in the Collateral by the Grantors under this IP Security Agreement secures the prompt and complete payment and performance when due of all of the Obligations, whether direct or indirect, now existing or hereafter arising, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, guarantee obligations, indemnifications, contract causes of action, costs, expenses, or otherwise.

SECTION 4. **Recordation.** Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents, the Commissioner for Trademarks and any other applicable Governmental Authority record this IP Security Agreement.

SECTION 5. **Execution in Counterparts.** This IP Security Agreement may be executed in any number of 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.

SECTION 6. **Grants, Rights and Remedies.** This IP Security Agreement has been entered into in conjunction with the provisions of the Note Purchase Agreement and the other Note Documents. Each Grantor does hereby acknowledge and confirm that the grant of the Security Interest hereunder to, and the rights and remedies of, the Collateral Agent and the Purchasers with respect to the Collateral are more fully set forth in the Note Purchase Agreement and the other Note Documents, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. To the extent there is any inconsistency between this IP Security Agreement and the Note Purchase Agreement, the Note Purchase Agreement shall control.

SECTION 7. **Governing Law.** THIS AGREEMENT AND THE OTHER NOTE DOCUMENTS AND ANY CLAIMS, CONTROVERSY, DISPUTE OR CAUSE OF ACTION (WHETHER IN CONTRACT OR TORT OR OTHERWISE) BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER NOTE DOCUMENT (EXCEPT, AS TO ANY OTHER NOTE DOCUMENT, AS EXPRESSLY SET FORTH THEREIN) AND THE TRANSACTIONS CONTEMPLATED HEREBY AND THEREBY SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF NEW YORK.


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IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.


ADDICTION & MENTAL HEALTH SERVICES, LLC, d/b/a Bradford Health Services,
a Delaware limited liability company

By: 
Name: James Michael Rickman
Title: CEO


CONSOLIDATED HOLDINGS, L.L.C.,
an Alabama limited liability company

By: 
Name: James Michael Rickman
Title: CEO


BHS L.L.C.,
an Alabama limited liability company

By: 
Name: James Michael Rickman
Title: CEO


RED OAK RECOVERY, LLC,
a North Carolina limited liability company

By: 
Name: James Michael Rickman
Title: CEO

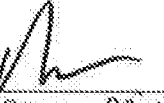
RED OAK ADOLESCENT RECOVERY LLC,
a Delaware limited liability company

By: 
Name: James Michael Rickman
Title: CEO

THE WILLOWS AT RED OAK RECOVERY, LLC,
a North Carolina limited liability company

By: 
Name: James Michael Rickman
Title: CEO

BRADFORD HEALTH SERVICES, LLC,
a Delaware limited liability company

By: 
Name: James Michael Rickman
Title: CEO

Accepted and agreed to as of the
date first above written.

COLLATERAL AGENT:

YUKON CAPITAL PARTNERS II, L.P.,
a Delaware limited partnership

By: Yukon Partners II, L.L.C.

Its: General Partner

By: _____

Name: Michael J. Hall

Title: Manager

SCHEDULE A TO IP SECURITY AGREEMENT



PATENTS

None.

SCHEDULE B TO IP SECURITY AGREEMENT

TRADEMARKS

Registrations

Trademark	Revised Owner of Record	Registration No.	Registration Date	Jurisdiction
THERE IS HOPE AHEAD	Addiction & Mental Health Services, LLC. 2101 Magnolia Avenue South, Suite 518 Birmingham, AL 35205	3,863,414	October 19, 2010	Federal
BRADFORD	Addiction & Mental Health Services, LLC. 2101 Magnolia Avenue South, Suite 518 Birmingham, AL 35205	2,013,305	November 5, 1996, as renewed on October 10, 2016	Federal
	Addiction & Mental Health Services, LLC. 2101 Magnolia Avenue South, Suite 518 Birmingham, AL 35205	1,986,977	July 16, 1996, as renewed on June 17, 2016	Federal
	Bradford Health Services, LLC 2101 Magnolia Avenue South, Suite 518 Birmingham, AL 35205	5,058,169	October 11, 2016	Federal
RED OAK RECOVERY	Bradford Health Services, LLC 2101 Magnolia Avenue South, Suite 518 Birmingham, AL 35205	4,964,080	May 24, 2016	Federal
THE WILLOWS AT RED OAK RECOVERY, LLC	Bradford Health Services, LLC 2101 Magnolia Avenue South, Suite 518 Birmingham, AL 35205	5,106,496	December 20, 2016	Federal

SCHEDULE C
IP SECURITY AGREEMENT

COPYRIGHTS

None.