

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM566005

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AMERICAN ADDICTION CENTERS, INC.		03/08/2019	Corporation: NEVADA
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT		
Street Address:	11 MADISON AVENUE		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Aktiengesellschaft (Ag): SWITZERLAND		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	4406951	DESERT HOPE	
Registration Number:	4406966	FORTERUS	
Registration Number:	4406957	GREENHOUSE	
Registration Number:	4406950	LEADING EDGE	
Registration Number:	4406958	THE ACADEMY	
Registration Number:	4417870	AMERICAN ADDICTION CENTERS	
Registration Number:	4659515	OUR SUCCESS IS IN THEIR NUMBERS	
Registration Number:	4568076	THIS PLACE	
Registration Number:	4334279	TREATMENTUSA FIND THE HELP YOU NEED NOW	
Registration Number:	4949660	DON'T JUST DREAM ABOUT A BETTER LIFE, LI	
Registration Number:	4904955	HOPE FOR HEROES	
Registration Number:	4845934	I CALLED	
Registration Number:	4922309	RIVEROAKS	
Registration Number:	4759979	PEOPLE WHO CARE. AN APPROACH THAT WORKS.	
Registration Number:	5664574	ETHOS ETHICAL TRAINING FOR HEALTHY OPERA	
Registration Number:	5523377		
Registration Number:	5447142	RANKLAB INTERACTIVE	
Registration Number:	4407048	FITRX	

CH \$465.00 4406951

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 2128066006*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:** 212-806-5400**Email:** mvillarin@stroock.com**Correspondent Name:** JEFFREY MANN, ESQ.**Address Line 1:** 180 Maiden Lane**Address Line 2:** STROOCK & STROOCK & LAVAN LLP**Address Line 4:** NEW YORK, NEW YORK 10038**ATTORNEY DOCKET NUMBER:** 006793/0003**NAME OF SUBMITTER:** JEFFREY MANN**SIGNATURE:** /Jeffrey Mann/**DATE SIGNED:** 03/09/2020**Total Attachments: 8**

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This **TRADEMARK SECURITY AGREEMENT**, dated as of March 8, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, this “**Agreement**”), is made by the entities identified as grantors on the signature pages hereto (collectively, the “**Grantors**”) in favor of CREDIT SUISSE AG, as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “**Collateral Agent**”).

WHEREAS, the Grantors are party to a Guarantee and Collateral Agreement, dated as of March 8, 2019 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors granted a security interest to the Collateral Agent in the Trademark Collateral (as defined below) and are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantors hereby agree with the Collateral Agent as follows:

SECTION 1. DEFINED TERMS

Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the Guarantee and Collateral Agreement.

SECTION 2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL

SECTION 2.1 Grant of Security. Each Grantor hereby pledges, assigns, transfers and grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the following property, in each case, wherever located and now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of such Grantor’s Obligations:

- (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, certification marks, collective marks, logos, designs and other source or business identifiers, all registrations and recordings thereof, and all applications in connection therewith, 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, union of countries, or any political subdivision of any of the foregoing, or otherwise, and all common-law rights related thereto, including any of the foregoing listed in Schedule A, (ii) the right to, and to obtain, all renewals thereof, (iii) the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) general intangibles of a like nature, (v) the right to sue or otherwise recover for past, present and future infringement, dilution or other violation of any of the foregoing or for any injury to goodwill, and all Proceeds of the

foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit, and (vi) all other rights accruing thereunder or pertaining thereto throughout the world (collectively, "Trademarks"); and

(b) all agreements, licenses and covenants providing for the granting of any right in or to any Trademark, or otherwise providing for a covenant not to sue for infringement, dilution or other violation of any Trademark (collectively, "Trademark Agreements").

SECTION 2.2 Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

SECTION 3. GUARANTEE AND COLLATERAL AGREEMENT

The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Guarantee and Collateral Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral 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 that any provision of this Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

SECTION 4. GOVERNING LAW

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

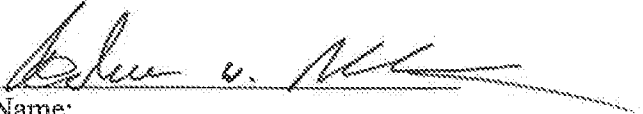
SECTION 5. COUNTERPARTS

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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

AMERICAN ADDICTION CENTERS, INC.

By: 
Name:
Title:

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

AAC HOLDINGS, INC., a Nevada
Corporation



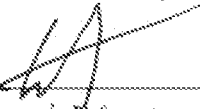
Name: Andrew McWilliams
Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006885 FRAME: 0700

CREDIT SUISSE AG, CAYMAN ISLANDS
BRANCH, as Collateral Agent

By: 
Name: Didier Siffert
Title: Authorized Signatory

By: 
Name: Bryan J. Matthews
Title: Authorized Signatory

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

REGISTERED OWNER	TRADEMARK DESCRIPTION	REGISTRATION NUMBER	REGISTRATION DATE
AMERICAN ADDICTION CENTERS, INC.	DESERT HOPE	4,406,951	09/24/2013
AMERICAN ADDICTION CENTERS, INC.	FORTERUS	4,406,966	09/24/2013
AMERICAN ADDICTION CENTERS, INC.	GREENHOUSE	4,406,957	09/24/2013
AMERICAN ADDICTION CENTERS, INC.	LEADING EDGE	4,406,950	09/24/2013
AMERICAN ADDICTION CENTERS, INC.	THE ACADEMY	4,406,958	09/24/2013
AMERICAN ADDICTION CENTERS, INC.	AMERICAN ADDICTION CENTERS & DESIGN	4,417,870	10/15/2013
AMERICAN ADDICTION CENTERS, INC.	OUR SUCCESS IS IN THEIR NUMBERS	4,659,515	12/23/2014
AMERICAN ADDICTION CENTERS, INC.	THIS PLACE	4,568,076	7/15/2014
AMERICAN ADDICTION CENTERS, INC.	TREATMENTUSA FIND THE HELP YOU NEED NOW & DESIGN	4,334,279	5/14/2013
AMERICAN ADDICTION CENTERS, INC.	DON'T JUST DREAM ABOUT A BETTER LIFE, LIVE IT	4,949,660	5/3/2016
AMERICAN ADDICTION CENTERS, INC.	HOPE FOR HEROES	4,904,955	2/23/2016
AMERICAN ADDICTION CENTERS, INC.	I CALLED	4,845,934	11/3/2015
AMERICAN ADDICTION	RIVEROAKS	4,922,309	3/22/2016

REGISTERED OWNER	TRADEMARK DESCRIPTION	REGISTRATION NUMBER	REGISTRATION DATE
CENTERS, INC.			
AMERICAN ADDICTION CENTERS, INC.	PEOPLE WHO CARE. AN APPROACH THAT WORKS.	4,759,979	6/23/2015
AMERICAN ADDICTION CENTERS, INC.	ETHOS ETHICAL TRAINING FOR HEALTHY OPERATIONAL SUCCESS	5,664,574	01/29/2019
AMERICAN ADDICTION CENTERS, INC.	ETHOS LOGO	5,523,377	07/24/2018
AMERICAN ADDICTION CENTERS, INC.	RANKLAB INTERACTIVE	5,447,142	04/17/2018
AMERICAN ADDICTION CENTERS, INC.	FITRX	4,407,048	09/24/2013
ADCARE, INC.	YOUR RECOVERY BEGINS HERE	5372842	1/9/ 2018
ADCARE, INC.	ADCARE	3061632	2/28/ 2006
ADCARE, INC.	1-888-ALCOHOL	2335256	3/28/ 2000
ADCARE, INC.	1-800-ALCOHOL	1471054	12/29/ 1987