

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM567282

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment and Assumption of Trademark Security Agreement (Previously Recorded 03/09/2020 at Reel/Frame 6885/0694)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, AS COLLATERAL AGENT		03/09/2020	Aktiengesellschaft (Ag): SWITZERLAND

RECEIVING PARTY DATA

Name:	Ankura Trust Company, LLC
Street Address:	140 Sherman Street, 4th Floor
City:	Fairfield
State/Country:	CONNECTICUT
Postal Code:	06824
Entity Type:	Limited Liability Company: DELAWARE

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

OP \$465.00 4406951

Property Type	Number	Word Mark
Registration Number:	4407048	FITRX

CORRESPONDENCE DATA

Fax Number:

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: 4048156140
Email: miskowitz@ktslaw.com
Correspondent Name: Mark Iskowitz
Address Line 1: KILPATRICK TOWNSEND & STOCKTON LLP
Address Line 2: 1100 Peachtree Street NE, Suite 2800
Address Line 4: Atlanta, GEORGIA 30309

NAME OF SUBMITTER:	Mark Iskowitz, Kilpatrick Townsend
SIGNATURE:	/mji/
DATE SIGNED:	03/16/2020

Total Attachments: 6

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Assignment and Assumption of Trademark Security Agreement

This ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT (this “Assignment and Assumption”), effective as of March 9, 2020 (the “Effective Date”), is made by Credit Suisse AG, having an address of Eleven Madison Avenue, 9th Floor, New York, NY 10010 as resigning Collateral Agent, as assignor (the “Assignor”), and Ankura Trust Company, LLC, a Delaware limited liability company having an address of 140 Sherman Street, 4th Floor, Fairfield, CT 06824 as successor Collateral Agent, as assignee (the “Assignee”).

WHEREAS, American Addiction Centers, Inc., a Nevada corporation, AdCare, Inc., a Massachusetts corporation (together, the “Grantors”) and the Assignor entered into (i) that certain Trademark Security Agreement dated as of March 8, 2019 (the “Trademark Security Agreement”) pursuant to that certain Guarantee and Collateral Agreement, dated as of March 8, 2019 (as amended by that certain Amendment No. 1 to Guarantee and Collateral Agreement, dated as of October 30, 2019, and as further amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Security Agreement”), by and among AAC Holdings, Inc. (the “Borrower”), the other Loan Parties party thereto from time to time and the Assignor, and (ii) that certain Credit Agreement, dated as of March 8, 2019 (as amended by that certain Amendment No. 1 to Credit Agreement, dated as of April 5, 2019, that certain Amendment No. 2 to Credit Agreement, dated as of October 30, 2019, and that certain Amendment No. 3 to Credit Agreement, dated as of January 24, 2020, and as further amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the “Credit Agreement”), by and among the Borrower, the Lenders (as defined therein) party thereto from time to time and the Assignor, as administrative agent and collateral agent, pursuant to which the Assignor received from the Grantors a security interest in certain intellectual property, including, but not limited to, the trademark registrations set forth on Schedule A attached hereto and made a part hereof, including such other trademark rights set forth in the Trademark Security Agreement (“Trademark Collateral”), which Trademark Security Agreement was recorded at the United States Patent and Trademark Office (“USPTO”) at Reel 6885 Frame 0694; and

WHEREAS, pursuant to that certain Resignation, Waiver, Amendment and Appointment Agreement, dated as of the date hereof, by and among the Assignor as resigning agent, the Assignee as succeeding agent, and the other parties party thereto (the “Instrument”), the Assignor has irrevocably assigned to the Assignee all of its rights, powers, privileges, responsibilities, duties and obligations as Administrative Agent and Collateral Agent under the Credit Agreement and other Loan Documents, including the Trademark Security Agreement.

NOW THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto agree as follows:

1. Terms not otherwise defined herein shall have the meanings assigned to them under the Credit Agreement.
2. The Assignor hereby pursuant to the terms of the Instrument, without warranty, representation or recourse of any kind, either express or implied, assigns and transfers to the Assignee all of its rights, title and interest in and to the Trademark Security Agreement and the Trademark Collateral thereunder.
3. Following the execution of this Assignment and Assumption, it will be delivered to the Assignee for recordation at the USPTO. The parties hereby authorize and request the Commissioner for Trademarks to record this Assignment and Assumption in the USPTO with respect to the Trademark Collateral.

4. This Assignment and Assumption has been entered into pursuant to and in conjunction with the Instrument, which is hereby incorporated by reference herein. The provisions of the Instrument shall supersede and control over any conflicting or inconsistent provision herein.
5. This Assignment and Assumption shall be governed by and construed in accordance with the laws of the State of New York.
6. This Assignment and Assumption may be executed in multiple counterparts (including delivery by PDF), each of which when so executed and delivered shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption to be executed by their respective duly authorized officers.

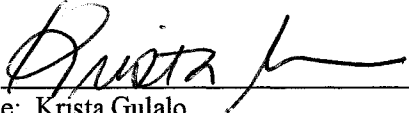
CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH

By: _____
Name: Didier Siffer
Title: Authorized Signatory

By: _____
Name: Lingzi Huang
Title: Authorized Signatory

Accepted:

ANKURA TRUST COMPANY, LLC

By: 
Name: Krista Gulalo
Title: Managing Director

[Signature Page to Assignment and Assumption of Trademark Security Agreement]

TRADEMARK
REEL: 006892 FRAME: 0616

Schedule A

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