

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM571039

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Delphi Health Group, LLC		04/08/2020	Limited Liability Company: DELAWARE
Delphi Behavioral Health Group, LLC		04/08/2020	Limited Liability Company: DELAWARE
Peak Health NJ, LLC		04/08/2020	Limited Liability Company: NEW JERSEY
Palm Beach Recovery, LLC		04/08/2020	Limited Liability Company: FLORIDA
Ocean Breeze Recovery, LLC		04/08/2020	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	Brightwood Loan Services LLC, as Administrative Agent		
Street Address:	810 Seventh Avenue,		
Internal Address:	26th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 23			
Property Type	Number	Word Mark	
Serial Number:	87366914	MARYLAND HOUSE DETOX	
Serial Number:	87366407	DELPHI HEALTH GROUP	
Serial Number:	87366451	ARETE RECOVERY	
Serial Number:	87366845	OCEAN BREEZE RECOVERY	
Serial Number:	87366744	ARETE DETOX	
Serial Number:	87366442	DELPHI BEHAVIORAL HEALTH GROUP	
Serial Number:	87366819	CALIFORNIA HIGHLANDS ADDICTION TREATMENT	
Serial Number:	87366783	COMMUNITY REHAB	
Serial Number:	86288218		
Serial Number:	86287797		
Serial Number:	88391954	DESERT VIEW RECOVERY	

CH \$590.00 87366914

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	87716129	NEW PERSPECTIVES
Serial Number:	87687366	DEFINING MOMENT RECOVERY COMMUNITY
Serial Number:	87687308	BREAKTHROUGH LIVING RECOVERY COMMUNITY
Serial Number:	87687290	ONWARD LIVING RECOVERY COMMUNITY
Serial Number:	86461024	SINCE 1970 THE PALM BEACH INSTITUTE
Serial Number:	85936694	EDR PALM BEACH INSTITUTE EATING DISORDER
Serial Number:	85936614	PBI THE PALM BEACH INSTITUTE
Serial Number:	77357111	THE PALM BEACH INSTITUTE
Serial Number:	86532642	
Serial Number:	86532640	
Serial Number:	86532637	
Serial Number:	86532633	

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: 4045723401
Email: ssheesley@kslaw.com
Correspondent Name: Steven Sheesley
Address Line 1: 1180 Peachtree Street NE
Address Line 2: King & Spalding LLP
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	26359.015001
NAME OF SUBMITTER:	Steven Sheesley
SIGNATURE:	//Steven Sheesley//
DATE SIGNED:	04/08/2020

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of April 8, 2020, is executed by the undersigned (each, a "Grantor") for the benefit of Brightwood Loan Services LLC, a Delaware limited liability company, as administrative agent for itself, the Lenders, and certain Affiliates of the Lenders (the "Administrative Agent"), in connection with a Guaranty and Collateral Agreement dated as of the date hereof, among Grantors party thereto and Administrative Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Guaranty and Collateral Agreement"). Capitalized terms not otherwise defined in this Agreement are being used in this Agreement as defined in the Guaranty and Collateral Agreement.

Pursuant to the Guaranty and Collateral Agreement, each Grantor has granted to Administrative Agent, for itself and the ratable benefit of the Lenders, a security interest in substantially all of its assets, including all of its right, title, and interest in, to, and under all now owned and hereafter acquired trademarks, trademark applications, trademark licenses, and all products and proceeds thereof, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations. Pursuant to the Guaranty and Collateral Agreement, each Grantor is required to execute and deliver to Administrative Agent, for itself and the ratable benefit of the Lenders, this Agreement.

In consideration of the mutual agreements set forth herein and in the Credit Agreement and the Guaranty and Collateral Agreement, each Grantor does hereby grant to Administrative Agent, for itself and the ratable benefit of the Lenders and (to the extent provided in this Agreement and the Guaranty and Collateral Agreement) their Affiliates, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

- (1) each Trademark and Trademark application, including, without limitation, each Trademark and Trademark application referred to in Schedule 1, together with any renewals or divisionals thereof and all goodwill associated therewith (though excluding any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the United States Patent and Trademark Office); and
- (2) all products and Proceeds of the foregoing, including, without limitation, any royalties or any claim by Grantor against third parties for past, present or future infringement of any Trademark, including, without limitation, any Trademark referred to in Schedule 1 and any Trademark issued pursuant to a Trademark application referred to in Schedule 1 (items (1) and (2) being herein collectively referred to as the "Trademark Collateral").

This security interest is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Guaranty and Collateral Agreement and subject to limitations set forth therein and in the Credit Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest

in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement and in the Guaranty and Collateral Agreement, the terms and provisions of each of which are incorporated by reference herein as if fully set forth herein.

As used in this Agreement, the capitalized terms “Proceeds” and “Trademarks” are as defined in Guaranty and Collateral Agreement. Those definitions, in relevant part, *mutatis mutandis*, are provided below for convenience only and do not affect the construction of this Agreement, the Credit Agreement, or the Guaranty and Collateral Agreement:

“Proceeds” means all “proceeds” as such term is defined in Section 9-102(a)(64) of the Uniform Commercial Code as in effect on the Closing Date and from time to time in the State of New York.


“Trademarks” means (a) all trademarks, trade names, corporate names, the Grantors’ names, business names, fictitious business names, trade styles, service marks, logos, and other source or business identifiers, and all goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith (other than any “intent-to-use” 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 all common-law rights related thereto; and (b) the right to obtain all renewals thereof.

This Agreement may be executed in any number of counterparts and by the different parties to this Agreement on separate counterparts and each such counterpart will be deemed to be an original, but all such counterparts will together constitute but one and the same agreement. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission will constitute effective legal delivery thereof and will be deemed an original signature under this Agreement for all purposes.


[Signature pages follow]

Each Grantor is signing this Trademark Security Agreement as of the date stated in the introductory clause.


DELPHI HEALTH GROUP, LLC,
a Delaware limited liability company,
as a Grantor

By: 
Name: _____
Title:


DELPHI BEHAVIORAL HEALTH GROUP, LLC,
a Delaware limited liability company,
as a Grantor

By: 
Name: _____
Title:


PEAK HEALTH NJ, LLC,
a New Jersey limited liability company,
as a Grantor

By: 
Name: _____
Title:

PALM BEACH RECOVERY, LLC,
a Florida limited liability company,
as a Grantor


By: 
Name: _____
Title:

OCEAN BREEZE RECOVERY, LLC,
a Florida limited liability company,
as a Grantor

By: 
Name: _____
Title:

Acknowledged:

BRIGHTWOOD LOAN SERVICES LLC,
as Administrative Agent



By: _____

Name: Sengal Selassie

Title: Authorized Person

By: _____

Name: Phil Daniele

Title: Chief Risk Officer

Acknowledged:

BRIGHTWOOD LOAN SERVICES LLC,
as Administrative Agent

By: _____
Name: Sengal Selassie
Title: Authorized Person








By: _____
Name: Phil Daniele
Title: Chief Risk Officer

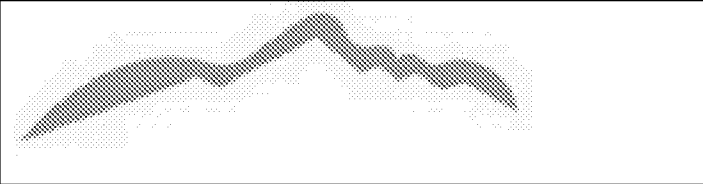
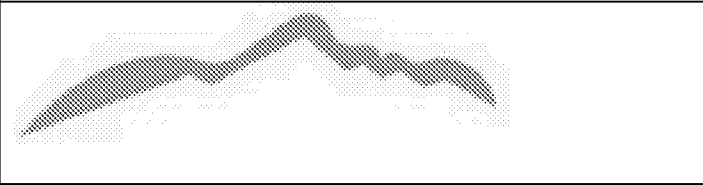
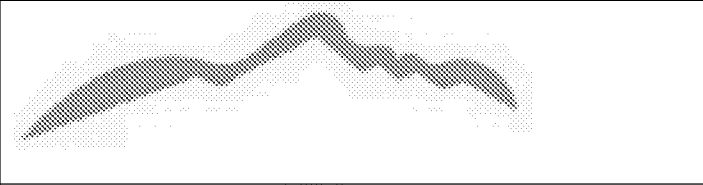
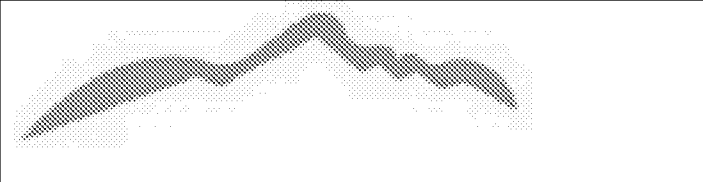
SCHEDULE 1

TRADEMARK COLLATERAL

<u>TRADEMARKS</u>			
OWNER	NAME	SERIAL NUMBER	REG. NUMBER
Delphi Behavioral Health Group, LLC	MARYLAND HOUSE DETOX	87366914	5676785
Delphi Behavioral Health Group, LLC	DELPHI HEALTH GROUP	87366407	5628551
Delphi Behavioral Health Group, LLC	ARETE RECOVERY	87366451	5493256
Delphi Behavioral Health Group, LLC	OCEAN BREEZE RECOVERY	87366845	5322373
Delphi Behavioral Health Group, LLC	ARETE DETOX	87366744	5322361

Delphi Behavioral Health Group, LLC	DELPHI BEHAVIORAL HEALTH GROUP	87366442	5322339
Delphi Behavioral Health Group, LLC	CALIFORNIA HIGHLANDS ADDICTION TREATMENT	87366819	5278570
Delphi Behavioral Health Group, LLC	COMMUNITY REHAB	87366783	5278569
Ocean Breeze Recovery, LLC		86288218	4670728
Ocean Breeze Recovery, LLC*		86287797	4670709
Delphi Health Group, LLC	DESERT VIEW RECOVERY	88391954	N/A
Delphi Health Group, LLC	NEW PERSPECTIVES	87716129	5814320

Delphi Health Group, LLC	DEFINING MOMENT RECOVERY COMMUNITY	87687366	5704387
Delphi Health Group, LLC	BREAKTHROUGH LIVING RECOVERY COMMUNITY	87687308	5704385
Delphi Health Group, LLC	ONWARD LIVING RECOVERY COMMUNITY	87687290	5698557
Palm Beach Recovery, LLC	<p>Since 1978</p>  <p>The Palm Beach Institute</p>	86461024	4907130
Palm Beach Recovery, LLC	 <p>EDR Palm Beach Institute EATING DISORDER RECOVERY</p>	85936694	4591207
Palm Beach Recovery, LLC	 <p>PBI The Palm Beach Institute</p>	85936614	4680522
Palm Beach Recovery, LLC	The Palm Beach Institute	77357111	3476197

Peak Health NJ, LLC		86532642	4826172
Peak Health NJ, LLC		86532640	4812454
Peak Health NJ, LLC		86532637	4812453
Peak Health NJ, LLC		86532633	4826171

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RECORDED: 04/08/2020

TRADEMARK
REEL: 006910 FRAME: 0990