

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM616436

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
REFRESH MANAGEMENT, LLC		12/09/2020	Limited Liability Company: DELAWARE
REFRESH MENTAL HEALTH, INC.		12/09/2020	Corporation: DELAWARE
SUNDANCE BEHAVIORAL RESOURCES, LLC		12/09/2020	Limited Liability Company: UTAH
RECEIVING PARTY DATA			
Name:	Owl Rock Capital Corporation		
Street Address:	399 Park Avenue, 38th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	Corporation: MARYLAND		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	5841252	CANOPY COVE	
Serial Number:	90289781	EMBODIED BEHAVIORAL RESOURCE MODEL	
Registration Number:	5841253	FAIRHAVEN TREATMENT CENTER	
Registration Number:	5756784	R	
Registration Number:	6068120	SUNDANCE	
CORRESPONDENCE DATA			
Fax Number:			
<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:	2023704750		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jennifer Tindie		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		
ATTORNEY DOCKET NUMBER:	1307741		

OP \$140.00 5841252

NAME OF SUBMITTER:	Wenny Zhu
SIGNATURE:	/Wenny Zhu/
DATE SIGNED:	12/23/2020
Total Attachments: 5 source=Trademark Security Interest#page2.tif source=Trademark Security Interest#page3.tif source=Trademark Security Interest#page4.tif source=Trademark Security Interest#page5.tif source=Trademark Security Interest#page6.tif	

NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN TRADEMARKS

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the “Agreement”), dated as of December 9, 2020, made by REFRESH MANAGEMENT, LLC, a Delaware limited liability company, REFRESH MENTAL HEALTH, INC., a Delaware corporation, and SUNDANCE BEHAVIORAL RESOURCES, LLC, a Utah limited liability company, each having a principal place of business at The Metropolitan Building, 320 1st Street North, Suite 712, Jacksonville Beach, Florida 32250 (each a “Grantor” and collectively, the “Grantors”), in favor of Owl Rock Capital Corporation, a Maryland corporation, having a principal place of business at 399 Park Avenue, 38th Floor, New York, NY 10022, as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”). Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement (as defined below), as applicable.

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 9, 2020 (as amended, supplemented, waived or otherwise modified from time to time, the “Credit Agreement”), among Restore Merger Sub, Inc., a Delaware corporation (to be merged with and into Refresh Parent Holdings, Inc.) (together with its successors and assigns, the “Borrower”), Restore OMH Holdings, Inc., a Delaware corporation (together with its successors and assigns, the “Holder”), the several banks and other financial institutions from time to time parties thereto (collectively the “Lenders”), and Owl Rock Capital Corporation, as administrative agent (in such capacity, the “Administrative Agent”) for the Lenders and as Collateral Agent, the Lenders have severally agreed to make Loans and other extensions of credit (collectively, the “Loans”) to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantors, the Borrower, and certain Subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of December 9, 2020 (as amended, supplemented, waived or otherwise modified from time to time, the “Guarantee and Collateral Agreement”), in favor of the Collateral Agent; and

WHEREAS, pursuant to the Guarantee and Collateral Agreement, each Grantor granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, each Grantor has duly authorized the execution, delivery and performance of this Agreement; and

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make the Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Confirmation of Grant of Security Interest. Each Grantor hereby confirms that, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of its business, pursuant to the Guarantee and Collateral Agreement it granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of such Grantor (including, without limitation, those items listed opposite such Grantor's name on Schedule I hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Borrower, except that no security interest is or will be granted pursuant hereto in any right, title or interest of such Grantor under or in any Trademark License for so long as, and to the extent that, the granting of such a security interest pursuant hereto would result in a breach, default or termination of such Trademark License.

SECTION 2. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 3. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of a conflict between this Agreement and the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall prevail.

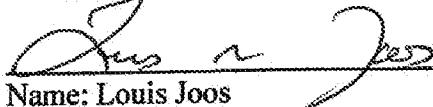
SECTION 4. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same instrument.

* * *

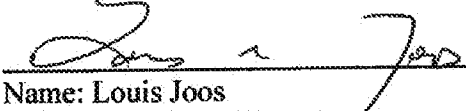
[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective representatives thereunto duly authorized as of the day and year first above written.

REFRESH MANAGEMENT, LLC

By: 
Name: Louis Joos
Title: Chief Financial Officer

REFRESH MENTAL HEALTH, INC.

By: 
Name: Louis Joos
Title: Chief Financial Officer


**SUNDANCE BEHAVIORAL RESOURCES,
LLC**

By: 
Name: Louis Joos
Title: Chief Financial Officer

[Signature Page to Notice and Confirmation of Grant of Security Interest in Trademarks]

Acknowledged and Agreed to as of
the date hereof by:

OWL ROCK CAPITAL CORPORATION,
as Collateral Agent and Administrative Agent


By:  _____

Name: Alexis Maged

Title: Authorized Signatory

SCHEDULE I

TRADEMARK REGISTRATIONS

Registered Owner	Mark	Serial Number	Filing Date	Registration Number	Registration Date
Refresh Management, LLC	CANOPY COVE	88203085	November 21, 2018	5841252	August 20, 2019
Refresh Management, LLC	Embodied Behavioral Resource Model	90289781	October 30, 2020		
Refresh Management, LLC	FAIRHAVEN TREATMENT CENTER	88203090	November 21, 2018	5841253	August 20, 2019
Refresh Mental Health, Inc.	R and Design 	5756784	October 5, 2018	88144128	May 21, 2019
Sundance Behavioral Resources, LLC	SUNDANCE	6068120	October 24, 2019	88667873	June 2, 2020