

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM627093

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ROSEWOOD RANCH, L.P.		02/18/2021	Limited Partnership: ARIZONA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MIDCAP FINANCIAL TRUST		
<b>Street Address:</b>	7255 WOODMONT AVENUE		
<b>Internal Address:</b>	SUITE 300		
<b>City:</b>	BETHESDA		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	20814		
<b>Entity Type:</b>	STATUTORY TRUST: DELAWARE		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4034145	THE ROSEWOOD INSTITUTE	
<b>Registration Number:</b>	3876914		
<b>Registration Number:</b>	3831378	ROSEWOOD CENTERS FOR EATING DISORDERS	
<b>Registration Number:</b>	3831380	ROSEWOOD CAPRI	
<b>Registration Number:</b>	3831381	ROSEWOOD RANCH	
<b>Registration Number:</b>	2597108	ROSEWOOD	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3105572193		
<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>			
<b>Phone:</b>	310-557-2900		
<b>Email:</b>	KLATHROP@PROSKAUER.COM		
<b>Correspondent Name:</b>	PROSKAUER ROSE LLP		
<b>Address Line 1:</b>	2029 CENTURY PARK EAST, SUITE 2400		
<b>Address Line 2:</b>	C/O KIMBERLEY A. LATHROP		
<b>Address Line 4:</b>	LOS ANGELES, CALIFORNIA 90067		
<b>ATTORNEY DOCKET NUMBER:</b>	11964.134		
<b>NAME OF SUBMITTER:</b>	Kimberley A. Lathrop		
<b>SIGNATURE:</b>	/Kimberley A. Lathrop/		

CH \$165.00 4034145

<b>DATE SIGNED:</b>	02/19/2021
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**Total Attachments: 7**

- source=Monte Nido - IPSA - Trademark Security Agreement - Rosewood Ranch L.P. (Feb-18-21)#page1.tif
- source=Monte Nido - IPSA - Trademark Security Agreement - Rosewood Ranch L.P. (Feb-18-21)#page2.tif
- source=Monte Nido - IPSA - Trademark Security Agreement - Rosewood Ranch L.P. (Feb-18-21)#page3.tif
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## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this February 18, 2021, by and among the Grantor listed on the signature pages hereof (“Grantor”), and MidCap Financial Trust, as administrative agent for the Secured Creditors (in such capacity, together with its successors and assigns, the “Agent”).

### **W I T N E S S E T H:**

WHEREAS, pursuant to that certain Credit Agreement, dated as of August 30, 2017 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), by and among Monte Nido Intermediate Holdings II, LLC, a Delaware limited liability company (“Holdings”), Monte Nido Intermediate Holdings III, LLC, a Delaware limited liability company (“Borrower”), Rosewood Ranch, L.P., an Arizona limited partnership, as the Grantor, the other Guarantors from time to time party thereto (together with Holdings, the Borrower and the Grantor, collectively, the “Loan Parties”), the Agent and the lenders from time to time party thereto (the “Lenders”), the Lenders are willing to extend credit and make certain other financial accommodations available to the Borrower pursuant to the terms and conditions thereof, but only upon the condition, among others, that the Loan Parties shall have executed and delivered to the Agent, for the benefit of the Secured Creditors, that certain Security Agreement, dated as of August 30, 2017 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, amended and restated, supplemented or otherwise modified, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Agent, for the benefit of the Secured Creditors, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agree as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement, as applicable.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby unconditionally grants, collaterally assigns and pledges to the Agent, for the benefit of the Secured Creditors, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter created or acquired (collectively, the “Trademark Collateral”):

(a) all of its Trademarks and rights in and to exclusive Intellectual Property Licenses with respect to Trademarks to which it is a party including those Trademarks referred to on Schedule I hereto;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by any Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License, (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License or (iii) right to receive license fees, royalties, and other compensation under any Trademark Intellectual Property License;

provided that, notwithstanding anything to the contrary in this Trademark Security Agreement, the Trademark Collateral shall exclude any United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law, provided that upon submission and acceptance by the United States Patent and Trademark Office of an amendment to allege use pursuant to 15 U.S.C. Section 1060(a) (or any successor provision), such intent-to-use trademark application shall be considered Trademark Collateral

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by any Grantor to the Agent or the other Secured Creditors, but for the fact that they are unenforceable or not allowable due to the existence of a proceeding under Bankruptcy Laws involving Grantors.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to the Agent, for the benefit of the Secured Creditors, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Creditors with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each Grantor shall give notice in writing to the Agent as required by the Security Agreement with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting any Grantor's obligations under this Section 5, Each Grantor hereby authorizes the Agent to unilaterally amend Schedule I to include future United States registered trademarks or trademark applications of any Grantor. Notwithstanding the foregoing, no failure to amend Schedule I shall in any way affect, invalidate or detract from the Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall together constitute but one and the same Trademark Security Agreement. Delivery

of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement

[SIGNATURE PAGE FOLLOWS]

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

**GRANTOR:**

**ROSEWOOD RANCH, L.P.,**  
an Arizona limited partnership

By:   
Name: Michael Bagley  
Title: Chief Financial Officer

*[Signature Page to Trademark Security Agreement Rosewood Ranch, L.P.]*


ACCEPTED AND ACKNOWLEDGED BY:

**MIDCAP FINANCIAL TRUST,**

as L/C Issuer, as Swing Line Lender and as Administrative Agent

By: Apollo Capital Management, L.P.,  
its investment manager

By: Apollo Capital Management GP, LLC,  
its general partner

By:   
\_\_\_\_\_  
Name: Maurice Amsellem  
Title: Authorized Signatory


*[Signature Page to Trademark Security Agreement Rosewood Ranch, L.P.]*

**SCHEDULE I**

**TO**

**TRADEMARK SECURITY AGREEMENT**

Trademark

Jurisdiction	Mark	Owner	Status	App. # (Reg. #)	App. Date (M/D/YY)	Reg. Date (M/D/YY)
United States	THE ROSEWOOD INSTITUTE	Rosewood Ranch, LP	Registered	85216794 (4034145)	1/13/11	10/4/11
United States		Rosewood Ranch, LP	Registered	85008771 (3876914)	4/7/10	11/16/10  *Due for maintenance filings  *The Company has not used this mark since 2014
United States	ROSEWOOD CLINICS FOR EATING DISORDERS	Rosewood Ranch, LP	Registered	77905198 (3831378)	1/5/10	8/10/10
United States	ROSEWOOD CAPRI	Rosewood Ranch, LP	Registered	77905207 (3831380)	1/5/10	8/10/10  *Maintenance filing submitted in 2020
United States	ROSEWOOD RANCH	Rosewood Ranch, LP	Registered	77905224 (3831381)	1/5/10	8/10/10  *Maintenance filing submitted in 2020
United States	ROSEWOOD	Rosewood Ranch, LP	Registered	76126344 (2597108)	9/12/00	7/23/02
Arizona	<b>Rosewood</b>	Rosewood Ranch, LP	Registered	44593	9/21/00	9/21/20
Arizona	ROSEWOOD <small>ESTABLISHED 1999</small>	Rosewood Ranch, LP	Registered	9077073	9/18/18	9/18/28
Arizona	Rosewood Ranch	Rosewood Ranch, LP	Registered	9089689	1/8/19	1/8/29



Jurisdiction	Mark	Owner	Status	App. # (Reg. #)	App. Date (M/D/YY)	Reg. Date (M/D/YY)
Arizona	Rosewood Capri	Rosewood Ranch, LP	Registered	9089690	1/8/19	1/8/29
Arizona	Rosewood Tempe	Rosewood Ranch, LP	Registered	9089693	1/8/19	1/8/29
Arizona	ROSEWOOD and Design	Rosewood Ranch, LP	Registered	AZ 044341		9/21/2010
Arizona	ROSEWOOD WOMEN'S CENTER (Stylized)	Rosewood Ranch, LP	Registered	AZ 044517		9/29/2000