

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM667596

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Post Road Administrative LLC		06/10/2021	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC, as Administrative Agent		
Street Address:	225 W. Washington Street, 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4842371	BRIGHTWATER LANDING	
Registration Number:	3472028	CLARITY WAY	
Registration Number:	4015157	CLARITY WAY FIND YOUR PATH TO RECOVERY.	
Registration Number:	4034915		
CORRESPONDENCE DATA			
Fax Number:	6026487000		
<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:	6023518370		
Email:	juliabrown@perkinscoie.com		
Correspondent Name:	Julia Brown, Perkins Coie LLP		
Address Line 1:	2901 North Central Avenue		
Address Line 2:	Suite 2000		
Address Line 4:	Phoenix, ARIZONA 85012		
NAME OF SUBMITTER:	Julia Brown		
SIGNATURE:	/Julia Brown/		
DATE SIGNED:	08/13/2021		
Total Attachments: 4			
source=Assignment of Trademark Security Agreement - PB Outpatient Services Pennsylvania, LLC			

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ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT

This ASSIGNMENT OF TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of June 10, 2021 is between Post Road Administrative LLC, a Delaware limited liability company, in its capacity as the resigning administrative agent (in such capacity, the “Resigning Administrative Agent”) for the financial institutions from time to time party to the Credit Agreements referred to below, as Lenders thereunder, in favor of Alter Domus (US) LLC, a Delaware limited liability company, in its capacity as the successor administrative agent (in such capacity, the “Successor Administrative Agent”) for the Lenders.

RECITALS

A. Project Build Behavioral Health, LLC, a Delaware limited liability company (the “Borrower”), PB Outpatient Services Pennsylvania, LLC, a Delaware limited liability company, as a borrower or guarantor thereunder (the “Grantor”), the Resigning Administrative Agent, the Lenders and other lenders party thereto from time to time are parties to that certain First Lien Credit Agreement dated as of April 22, 2019, as amended by the First Amendment to First Lien Credit Agreement, dated as of June 27, 2019, as further amended by the Limited Waiver and Second Amendment to First Lien Credit Agreement, First Amendment to Second Lien Credit Agreement, First Amendment to Third Lien Credit Agreement, First Amendment to First Lien Guarantee and Collateral Agreement, First Amendment to Second Lien Guarantee and Collateral Agreement and First Amendment to Third Lien Guarantee and Collateral Agreement, dated as of August 1, 2019, as further amended by the Third Amendment to First Lien Credit Agreement, dated as of September 30, 2019, as further amended by the Fourth Amendment to First Lien Credit Agreement, Fifth Amendment to Second Lien Credit Agreement, Second Amendment to Third Lien Credit Agreement and First Amendment to Amended and Restated Intercreditor and Subordination Agreement, dated as of April 27, 2021 (the “Existing Credit Agreement”; as previously modified and supplemented and as may be further amended, supplemented or otherwise modified from time to time, collectively, the “Credit Agreement”), pursuant to which the Lenders agreed to provide extensions of credit and other loans (collectively, the “Loans”) to or for the benefit of Grantor.

B. In order to secure the Loans, Grantor granted to the Resigning Administrative Agent a security interest and lien in and to substantially all of Grantor’s assets.

C. In connection therewith, pursuant to that certain Trademark Security Agreement dated as of August 30, 2019 (the “Trademark Security Agreement”) made by Grantor in favor of the Resigning Administrative Agent, Grantor granted to the Resigning Administrative Agent a security interest in the Trademark Collateral (as such term is defined in the Trademark Security Agreement).

D. The Resigning Administrative Agent has resigned as the administrative agent for the Lenders under the Credit Agreements, and the Lenders have appointed the Successor Administrative Agent to act as administrative agent for them in the Resigning Administrative Agent’s stead. The Successor Administrative Agent has accepted such appointment and assumed all of the rights and duties of the Resigning Administrative Agent under the Credit Agreements.

E. The Resigning Administrative Agent desires to assign all of its right, title and interest in and to, and delegate all of its duties under, the Trademark Security Agreement to the Successor Administrative Agent, and the Successor Administrative Agent desires to accept and assume from the Resigning Administrative Agent all of the Resigning Administrative Agent's right, title and interest in and to, and accept and assume from the Resigning Administrative Agent all of its duties under, the Trademark Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Resigning Administrative Agent and Successor Administrative Agent hereby agree as follows:

1. Assignment and Assumption.

(a) The Resigning Administrative Agent hereby assigns, without representation or warranty by or recourse or liability to Resigning Administrative Agent, all of its right, title and interest in and to, and delegates all of its duties under, the Trademark Security Agreement to the Successor Administrative Agent, and the Successor Administrative Agent hereby accepts and assumes from the Resigning Administrative Agent, all of the Resigning Administrative Agent's right, title and interest in and to, and accepts and assumes from the Resigning Administrative Agent all of its duties under, the Trademark Security Agreement.

2. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing and delivering one or more counterparts. Delivery of an executed counterpart of a signature page of this Agreement by facsimile or in electronic (i.e., "pdf" or "tif") format shall be effective as delivery of a manually executed counterpart of this Agreement.

3. Severability. In the event that any provision of this Agreement is deemed to be invalid by reason of the operation of any law, or by reason of the interpretation placed thereon by any court, or any Governmental Authority, as applicable, the validity, legality and enforceability of the remaining terms and provisions of this Agreement shall not in any way be affected or impaired thereby, all of which shall remain in full force and effect, and the affected term or provision shall be modified to the minimum extent permitted by law so as to achieve most fully the intention of this Agreement.

4. Governing Law. This Agreement, and the rights and duties of the parties hereto, shall be construed and determined in accordance with the internal laws of the State of New York.

5. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Credit Agreement.

[remainder of this page intentionally left blank; signature pages follow]

IN WITNESS WHEREOF, Resigning Administrative Agent and Successor Administrative Agent have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first above written.

Post Road Administrative LLC, as Resigning
Administrative Agent


By: Michael Bogdan
Name: Michael E. Bogdan
Title: Authorized Signatory

[signatures continue on following page]

ACCEPTED AND AGREED:

Alter Domus (US) LLC, as
Successor Administrative Agent

By:


Name: Winnalynn N. Kantaris

Title: Associate General Counsel

Assignment of Trademark Security Agreement

RECORDED: 08/13/2021

TRADEMARK
REEL: 007391 FRAME: 0875