

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM684264

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
WALDEN BEHAVIORAL CARE, INC.		10/26/2021	Corporation: DELAWARE
MONTE NIDO RESIDENTIAL CENTER, LLC		10/26/2021	Limited Liability Company: CALIFORNIA
OLIVER-PYATT CENTERS, LLC		10/26/2021	Limited Liability Company: FLORIDA
RECEIVING PARTY DATA			
Name:	MN DEBT CO, LLC, AS AGENT		
Street Address:	345 North Maple Drive		
Internal Address:	Suite 300		
City:	Beverly Hills		
State/Country:	CALIFORNIA		
Postal Code:	90210		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 14			
Property Type	Number	Word Mark	
Registration Number:	5756432	WALDEN RECOVERY	
Registration Number:	5756431	WALDEN EATING DISORDERS	
Registration Number:	5756424	WALDEN BEHAVIORAL	
Registration Number:	4420591	WALDEN BEHAVIORAL CARE	
Registration Number:	4243868	LASTING RECOVERY FOR BODY AND MIND	
Registration Number:	4243870	WHOLE HEALTH APPROACH	
Registration Number:	4243869	CONTINUUM OF CARE	
Registration Number:	4282363	WALDEN	
Registration Number:	4282362	WALDEN BEHAVIORAL CARE	
Serial Number:	90041243	CLEMENTINE A MONTE NIDO AFFILIATE	
Serial Number:	90041242	OLIVER-PYATT CENTERS A MONTE NIDO AFFILI	
Serial Number:	90041239	MONTE NIDO & AFFILIATES TREATING EATING	
Serial Number:	90041236	MONTE NIDO TREATING EATING DISORDERS	
Serial Number:	90041225		

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CORRESPONDENCE DATA**Fax Number:** 4154391500

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.

Email: maria.banda@kirkland.com**Correspondent Name:** Maria Banda**Address Line 1:** Kirkland & Ellis, LLP**Address Line 2:** 555 California Street, Suite 2700**Address Line 4:** San Francisco, CALIFORNIA 94104

ATTORNEY DOCKET NUMBER:	24844-4
NAME OF SUBMITTER:	Maria Banda
SIGNATURE:	/Maria Banda/
DATE SIGNED:	10/28/2021

Total Attachments: 7

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is made this October 26, 2021, by and among the Grantors listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), and MN DEBT CO, LLC, as agent for the Secured Parties (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 Note Purchase Agreement, dated as of September 3, 2015 (as amended, restated, supplemented or otherwise modified from time to time, the “Note Purchase Agreement”), by and among MONTE NIDO INTERMEDIATE HOLDINGS III, LLC, a Delaware limited liability company (the “Company”), MONTE NIDO INTERMEDIATE HOLDINGS II, LLC, a Delaware limited liability company (the “Parent”), the Grantors, the other Guarantors from time to time party thereto (together with the Parent, the Company and the Grantors, the “Company Parties”), the Agent and the purchasers from time to time party thereto (the “Purchasers”), the Purchasers are willing to purchase the Notes pursuant to the terms and conditions thereof;

WHEREAS, the Purchasers are willing to purchase the Notes as provided for in the Note Purchase Agreement, but only upon the condition, among others, that the Company Parties shall have executed and delivered to the Agent, for the benefit of the Secured Parties, that certain Security Agreement, dated as of September 3, 2015 (including all annexes, exhibits or schedules thereto, as from time to time amended, 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 Parties, 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 agrees 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 Note Purchase Agreement.

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

(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 each 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 each 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 Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Parties 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. Section 22 of the Security Agreement is 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. 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, Grantors have caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

WALDEN BEHAVIORAL CARE, INC.,

a Delaware corporation

MONTE NIDO RESIDENTIAL CENTER, LLC,

a California limited liability company

OLIVER-PYATT CENTERS, LLC,

a Florida limited liability company

By: 
Name: Candance Henderson
Title: Chief Executive Officer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND ACKNOWLEDGED BY:

MN DEBTCO, LLC,
a Delaware limited liability company

By: 

Name: David Wolmer

Title: Vice President

[Signature Page to Trademark Security Agreement]

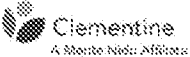
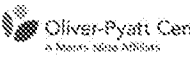
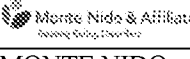
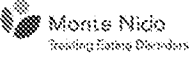

SCHEDULE I

TO

TRADEMARK SECURITY AGREEMENT

Trademark Registrations

Jurisdiction	Mark	Owner	Status	App. # (Reg. #)	App. Date (M/D/YY)	Reg. Date (M/D/YY)
United States	WALDEN RECOVERY	Walden Behavioral Care, Inc.	Registered	88136270 (5756432)	9/28/2018	5/21/2019
United States	WALDEN EATING DISORDERS	Walden Behavioral Care, Inc.	Registered	88136251 (5756431)	9/28/2018	5/21/2019
United States	WALDEN BEHAVIORAL	Walden Behavioral Care, Inc.	Registered	88136072 (5756424)	9/28/2018	5/21/2019
United States	WALDEN BEHAVIORAL CARE and Design	Walden Behavioral Care, Inc.	Registered	85644432 (4420591)	6/6/2012	10/22/2013
United States	LASTING RECOVERY FOR BODY AND MIND	Walden Behavioral Care, Inc.	Registered (Supplemen tal Register)	85644632 (4243868)	6/6/2012	11/13/2012
United States	WHOLE HEALTH APPROACH	Walden Behavioral Care, Inc.	Registered (Supplemen tal Register)	85644691 (4243870)	6/6/2012	11/13/2012
United States	CONTINUUM OF CARE	Walden Behavioral Care, Inc.	Registered (Supplemen tal Register)	85644673 (4243869)	6/6/2012	11/13/2012
United States	WALDEN	Walden Behavioral Care, Inc.	Registered	85644620 (4282363)	6/6/2012	1/29/2013
United States	WALDEN BEHAVIORAL CARE	Walden Behavioral Care, Inc.	Registered	85644601 (4282362)	6/6/2012	1/29/2013

Jurisdiction	Mark	Owner	Status	App. # (Reg. #)	App. Date (M/D/YY)	Reg. Date (M/D/YY)
United States	CLEMENTINE A MONTE NIDO AFFILIATE and Design 	OLIVER- PYATT CENTERS, LLC	Pending (To Register)	90041243	7/8/2020	
United States	OLIVER- PYATT CENTERS A MONTE NIDO AFFILIATE and Design 	OLIVER- PYATT CENTERS, LLC	Pending (To Register)	90041242	7/8/2020	
United States	MONTE NIDO & AFFILIATES TREATING EATING DISORDERS and Design 	MONTE NIDO RESIDENTIAL CENTER, LLC	Pending (To Register)	90041239	7/8/2020	
United States	MONTE NIDO TREATING EATING DISORDERS and Design 	MONTE NIDO RESIDENTIAL CENTER, LLC	Pending (To Register)	90041236	7/8/2020	
United States	Design Only 	MONTE NIDO RESIDENTIAL CENTER, LLC	Pending (To Register)	90041225	7/8/2020	