

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM690374

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
SEQUENCE:	2

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Summit Healthcare Management, LLC		11/24/2021	Limited Liability Company: GEORGIA
RecoveryTrac, LLC		11/24/2021	Limited Liability Company: TEXAS
Willingway, Inc.		11/24/2021	Corporation: GEORGIA
Summit BHC New Jersey, LLC		11/24/2021	Limited Liability Company: NEW JERSEY
Summit BHC Tucson, LLC		11/24/2021	Limited Liability Company: ARIZONA

RECEIVING PARTY DATA

Name:	JEFFERIES FINANCE LLC, as Collateral Agent
Street Address:	520 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	6157291	THE AVIARY RECOVERY CENTER
Registration Number:	6152917	BEL AIRE RECOVERY CENTER
Registration Number:	6152926	CANYON VISTA RECOVERY CENTER
Registration Number:	6173594	COTTONWOOD TUCSON
Registration Number:	6153172	ENGLISH MOUNTAIN RECOVERY
Registration Number:	6153226	GREAT OAKS RECOVERY CENTER
Registration Number:	6153227	MOUNTAIN LAUREL RECOVERY CENTER
Registration Number:	6199084	PEAK VIEW BEHAVIORAL HEALTH
Registration Number:	6173958	THE RANCH AT DOVE TREE
Registration Number:	6153228	ST. GREGORY RECOVERY CENTER
Registration Number:	6153257	ST. JOSEPH INSTITUTE FOR ADDICTION
Registration Number:	6199085	SUMMIT BHC

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	90661545	TACTICAL RECOVERY VETERAN SUPPORT SERVIC
Registration Number:	5448362	TRAC9
Registration Number:	6292324	TWIN LAKES RECOVERY CENTER
Registration Number:	6193755	VALLEY RECOVERY CENTER
Serial Number:	88863830	VICTORY ADDICTION RECOVERY CENTER
Registration Number:	1161456	WILLINGWAY
Registration Number:	6199053	WOODED GLEN RECOVERY CENTER
Registration Number:	5655479	SEABROOK
Registration Number:	4780536	SEABROOK HOUSE
Registration Number:	2494722	INNER PATH

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: 8004945225
Email: ipteam@coagencyglobal.com
Correspondent Name: JAY DASILVA
Address Line 1: 1025 CONNECTICUT AVE., NW, STE. 712
Address Line 2: COGENCY GLOBAL INC.
Address Line 4: WASHINGTON, D.C. 20036

ATTORNEY DOCKET NUMBER:	1529607 TM C
NAME OF SUBMITTER:	Sandy Lee
SIGNATURE:	/Sandy Lee/
DATE SIGNED:	11/24/2021

Total Attachments: 10

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “IP Security Agreement”) dated November 24, 2021, is among the Persons listed on the signature pages hereof (collectively, the “Grantors”) and JEFFERIES FINANCE LLC, as Collateral Agent (in such capacity, together with any successor collateral agent, the “Collateral Agent”) for the Secured Parties (as defined in the Second Lien Credit Agreement referred to below).

WHEREAS, SUMMIT BEHAVIORAL HEALTHCARE, LLC, a Delaware limited liability company (the “Parent Borrower”) has entered into the Second Lien Credit Agreement, dated as of November 24, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”), together with each lender from time to time party thereto (collectively, the “Lenders” and individually, a “Lender”), and JEFFERIES FINANCE LLC, as administrative agent (in such capacity, together with any successor administrative agent, the “Administrative Agent”) and Collateral Agent and the other agents and parties from time to time party thereto. Terms defined in the Second Lien Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Second Lien Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, as a condition precedent to the making of the Loans by the Lenders from time to time, each Grantor has executed and delivered that certain Second Lien Security Agreement, dated November 24, 2021, among the Grantors and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”).

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed thereunder to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. As security for the payment or performance, as the case may be, in full of all of the Obligations when due, the undersigned hereby unconditionally grants and pledges to the Collateral Agent and, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in, and liens on, the undersigned right, title and interest in and to the Collateral, other than Excluded Property, in each case, as to each type of property described below, whether now owned or hereafter acquired by the undersigned, wherever located, and whether now or hereafter existing or arising (the “Collateral”):

(i) all patents, patent applications, utility models, statutory invention registrations and all inventions claimed or disclosed therein and all improvements thereto set forth in Schedule A hereto (the “Patents”);

(ii) all trademarks, trademark applications, service marks, domain names, trade dress, logos, designs, slogans, trade names, business names, corporate names and other source identifiers, whether registered or unregistered set forth in Schedule B hereto (provided that no security interest shall be granted in any United States “intent-to-use” application for registration of a trademark filed pursuant to Section 1(b) of the Lanham Act, to the extent that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability, or result in the voiding, of such intent-to-use

application (or any registration that may issue therefrom) under applicable law, rule or regulation), together, in each case, with the goodwill symbolized thereby (the "Trademarks");

(iii) all copyrights, together with any moral rights, including, without limitation, copyrights in Computer Software (as defined in the Security Agreement), internet web site content, whether registered or unregistered, and exclusive licenses of registered copyrights, in each case, as set forth in Schedule C hereto (the "Copyrights");

(iv) all reissues, divisionals, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing; provided that notwithstanding anything to the contrary contained in the foregoing clauses (i) through (vi), the security interest created hereby shall not extend to, and the term "Collateral" shall not include, any Excluded Property.

SECTION 2. Security for Obligations. The grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to each Grantor, the payment of all amounts that constitute part of the Obligations that would be owed by such Grantor to any Secured Party under the Secured Documents but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, or reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this IP Security Agreement and the terms of the Security

Agreement, the terms of the Security Agreement shall govern.

SECTION 6. Governing Law; Jurisdiction; Etc.

(a) THIS IP SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, COLLATERAL AGENT OR ANY LENDER MAY OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THIS IP SECURITY AGREEMENT AGAINST THE PARENT BORROWER OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE SECOND LIEN CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.


(e) EACH PARTY TO THIS IP SECURITY AGREEMENT HEREBY EXPRESSLY

WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6(e) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

SECTION 7. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent pursuant to this IP Security Agreement in any Collateral and the exercise of any right or remedy by the Collateral Agent with respect to any Collateral hereunder are subject to the provisions of the Intercreditor Agreement, dated as of November [], 2021 (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among SBHC Holdings, LLC, a Delaware limited liability company (referred to herein as “Holdings”), PSC Sperry Finance Sub, LLC, a Delaware limited liability company (the “Initial Borrower”), Summit Behavioral Healthcare, LLC, a Delaware limited liability company, (referred to herein as the “Parent Borrower”), the other Grantors from time to time party thereto, Jefferies Finance LLC, as First Lien Administrative Agent and Original First Lien Security Agent, Jefferies Finance LLC, as Second Lien Administrative Agent and Original Second Lien Security Agent and certain other Persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

SUMMIT HEALTHCARE MANAGEMENT, LLC
RECOVERYTRAC, LLC
WILLINGWAY, INC.
SUMMIT BHC NEW JERSEY, LLC
SUMMIT BHC TUCSON, LLC



By: _____

Name: Chuck Edwards
Title: Chief Financial Officer

[Signature Page to Second Lien IP Security Agreement]

TRADEMARK
REEL: 007506 FRAME: 0086

JEFFERIES FINANCE LLC, as Collateral Agent

By: 
Name: John Koehler
Title: Managing Director

[Signature Page to Second Lien IP Security Agreement]

TRADEMARK
REEL: 007506 FRAME: 0087


Schedule A

Patents

None.

Schedule B

Trademarks

<u>Jurisdiction</u>	<u>Mark</u>	<u>Reg. No./Appln. No.</u>	<u>Reg. Date/Filing Date</u>	<u>Status</u>	<u>Owner</u>
United States	THE AVIARY RECOVERY CENTER	6157291	9/22/2020	Registered	Summit Healthcare Management LLC
United States	BEL AIRE RECOVERY CENTER	6152917	9/15/2020	Registered	Summit Healthcare Management LLC
United States	CANYON VISTA RECOVERY CENTER	6152926	9/15/2020	Registered	Summit Healthcare Management LLC
United States	COTTONWOOD TUCSON	6173594	10/13/2020	Registered	Summit Healthcare Management LLC
United States	ENGLISH MOUNTAIN RECOVERY	6153172	9/15/2020	Registered	Summit Healthcare Management LLC
United States	GREAT OAKS RECOVERY CENTER	6153226	9/15/2020	Registered	Summit Healthcare Management LLC
United States	MOUNTAIN LAUREL RECOVERY CENTER	6153227	9/15/2020	Registered	Summit Healthcare Management LLC
United States	PEAK VIEW BEHAVIORAL HEALTH	6199084	11/17/2020	Registered	Summit Healthcare Management LLC
United States	THE RANCH AT DOVE TREE	6173958	10/13/2020	Registered	Summit Healthcare Management LLC
United States	ST. GREGORY RECOVERY CENTER	6153228	9/15/2020	Registered	Summit Healthcare Management LLC
United States	ST. JOSEPH INSTITUTE FOR ADDICTION	6153257	9/15/2020	Registered	Summit Healthcare Management LLC
United States	SUMMIT BHC	6199085	11/17/2020	Registered	Summit Healthcare Management LLC
United States	TACTICAL RECOVERY VETERAN SUPPORT SERVICES (and Design) 	90661545	4/21/2021	Pending	Summit Healthcare Management LLC
United States	TRAC9	5448362	4/17/2018	Registered	RecoveryTrac, LLC
United States	TWIN LAKES RECOVERY CENTER	6292324	3/16/2021	Registered	Summit Healthcare Management LLC
United States	VALLEY RECOVERY CENTER	6193755	11/10/2020	Registered	Summit Healthcare Management LLC
United States	VICTORY ADDICTION RECOVERY CENTER	88863830	4/8/2020	Pending	Summit Healthcare Management LLC
United States	WILLINGWAY	1161456	7/14/1981	Registered	Willingway, Inc.

<u>Jurisdiction</u>	<u>Mark</u>	<u>Reg. No./Appln. No.</u>	<u>Reg. Date/Filing Date</u>	<u>Status</u>	<u>Owner</u>
United States	WOODED GLEN RECOVERY CENTER	6199053	11/17/2020	Registered	Summit Healthcare Management LLC
United States	SEABROOK	5655479	1/15/2019	Registered	Summit BHC New Jersey, LLC
United States	SEABROOK HOUSE	4780536	7/28/2015	Registered	Summit BHC New Jersey, LLC
United States	INNER PATH	2494722	10/2/2001	Registered	Cottonwood De Tucson, Inc ¹

¹ Filings to correct the record owner from Cottonwood De Tucson, Inc will be made by the Company post-closing.

Schedule C
Copyrights²

Description	Registration Number	Registration Date	Owner
Aftercare : the balancing factor.	TX0000810094	11/6/1981	Willingway, Inc.
Cross-addiction / John Mooney, Jr.	TX0001899427	7/24/1986	Willingway Hospital, Inc.
Definitions / John Mooney, Jr. [i.e. Alfonso John Mooney, Jr.]	TX0001892919	7/24/1986	Willingway Hospital, Inc.
Denial / John Mooney, Jr.	TX0001899428	7/24/1986	Willingway Hospital, Inc.
Gains and losses.	TXu000252005	7/24/1986	Willingway Hospital, Inc.
Nature of the illness.	TXu000252006	7/24/1986	Willingway Hospital, Inc.
Pathway to recovery.	TX0000814638	11/6/1981	Willingway, Inc.
Personal story.	TXu000252007	7/24/1986	Willingway Hospital, Inc.
Sex, drugs, and alcohol.	TXu000252004	7/24/1986	Willingway Hospital, Inc.
Spirituality / John Mooney, Jr.	TX0001899431	7/24/1986	Willingway Hospital, Inc.
Symptomatology / John Mooney, Jr.	TX0001899429	7/24/1986	Willingway Hospital, Inc.
Willingway.	VA0000088727	11/11/1981	Willingway, Inc.
Willingway history & program / John Mooney, Jr.	TX0001899430	7/24/1986	Willingway Hospital, Inc.
Willingway Hospital fact sheet.	TX0000846279	2/5/1982	Willingway, Inc.
Willingway patient lecture series.	TX0001894045	7/24/1986	Willingway Hospital, Inc.

² Filings to correct the record owner from Willingway Hospital, Inc. will be made by the Company post-closing.