

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM725296

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Promises Behavioral Health, LLC		04/13/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Alter Domus (US) LLC		
Street Address:	225 W. Washington St., 9th Floor		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	4809916	BRAVEN	
Registration Number:	4810017		
Registration Number:	4814051	THREE STRANDS	
Registration Number:	4809718	TS	
Registration Number:	4814253	YOUR FAITH. YOUR FUTURE. YOUR LIFE.	
Registration Number:	6468319	ROOTED PROMISES ALUMNI COMMUNITY	
Registration Number:	6468318		
Registration Number:	6468322	TOGETHER WE ARE HEALING	
Serial Number:	90597192	PROMISES P.A.T.H.	
Serial Number:	90597175	PROVIDING ACCESS TO HOPE	
Serial Number:	97266286	PROMISES BRAZOS VALLEY	
Serial Number:	97266334	PROMISES FIVE PALMS	
Serial Number:	97266397	THE RANCH TENNESSEE	
Serial Number:	97266421	THE RANCH PENNSYLVANIA	
Serial Number:	97266445	WASHBURN HOUSE	
Serial Number:	97306161	PROMISES BEHAVIORAL HEALTH	
Serial Number:	97173997	ROOTED RECOVERY STORIES	
CORRESPONDENCE DATA			

OP \$440.00 4809916

Fax Number: 2128366337

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: 2128367319

Email: paul.somelofske@arnoldporter.com

Correspondent Name: Paul J. Somelofske

Address Line 1: c/o Arnold & Porter Kaye Scholer LLP

Address Line 4: New York, NEW YORK 10019-9710

NAME OF SUBMITTER:	Paul J. Somelofske
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SIGNATURE:	/Paul J. Somelofske/
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DATE SIGNED:	05/02/2022
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Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Agreement”), dated as of April 13, 2022, is between PROMISES BEHAVIORAL HEALTH, LLC, a Delaware limited liability company (“Grantor”), in favor of ALTER DOMUS (US) LLC, in its capacity as the administrative agent (in such capacity, the “Administrative Agent”) for the financial institutions from time to time party to the Credit Agreement referred to below, as Lenders thereunder.

RECITALS

A. Project Build Behavioral Health, LLC (the “Borrower”), the Administrative Agent and the Lenders are parties to that certain 2021 First Lien Credit Agreement, dated as of November 5, 2021 (as the same may be amended, modified, supplemented and/or restated from time to time, the “Credit Agreement”), pursuant to which the Lenders have agreed to make loans or other extensions of credit to the Borrower (the “Loans”).

B. In order to secure the Loans, Grantor has granted to the Administrative Agent a security interest and lien in and to all of Grantor’s assets, including, but not limited to, all patents, trademarks, trademark registrations, trade names, copyrights, all applications therefor and all other intellectual or proprietary rights or interests of any kind, nature or description whatsoever.

C. One of the requirements of the Credit Agreement and the other Loan Documents is that Grantor shall have executed and delivered this Agreement to the Administrative Agent.

NOW, THEREFORE, in consideration of the Loans, the mutual promises and understandings of Grantor and the Administrative Agent set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor covenants unto and agrees with the Administrative Agent as follows:

1. Defined Terms.

(a) Capitalized terms used but not elsewhere defined in this Agreement shall have the respective meanings ascribed to such terms in the Credit Agreement.

(b) The term “Trademark” shall mean any trademark, service mark, trade name (but excluding any application to register a trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark, service mark or other mark to the extent the creation of a security interest therein would void or invalidate such trademark, service mark or other mark), and including without limitation the right to sue for past infringement and damages therefor, and all licenses thereof, all as presently existing or hereafter arising or acquired, including without limitation trademarks, service marks and trade names listed on Schedule I, and all income and royalties with respect to such trademark, service mark, or trade name.

2. Grant of Security Interest in Trademark Collateral. To secure the Obligations, Grantor hereby grants to the Administrative Agent a continuing security interest in all of Grantor’s right, title and interest in, to and under the following, whether now owned or hereafter acquired, presently existing or hereafter created (collectively, the “Trademark Collateral”):

(a) each Trademark owned by Grantor, including but not limited to those listed on Schedule I attached hereto, and all rights of Grantor under licenses of Trademarks owned by other Persons, in each case whether such Trademarks are registered or unregistered and wherever registered, together with

all rights arising therefrom and pertaining thereto and all reissues, extensions, continuations and renewals thereof;

(b) all manuscripts, documents, writings, tapes, disks, storage media, computer programs, computer databases, computer program flow diagrams, source codes, object codes and all tangible property embodying or incorporating the Trademarks, and all other rights of every kind whatsoever accruing thereunder or pertaining thereto;

(c) all of the goodwill of Grantor's business connected with the use of, and/or symbolized by, each such Trademark and/or Trademark license; and

(d) all products and proceeds of the foregoing, including, but not limited to, (i) all income, royalties and payments now and hereafter due or payable under and with respect to the foregoing, including payments under all licenses and/or sublicenses entered into in connection therewith, (ii) all claims and damages for past or future infringements or dilutions thereof, (iii) the right to sue and recover for past, present and future infringements, unconsented use and/or dilutions thereof, (iv) the right to sue for injury to the goodwill of Grantor's business symbolized by or connected with any Trademark owned or licensed by Grantor, and (v) all of Grantor's rights corresponding thereto throughout the world.

3. Agreement; Security Agreement. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the 2021 First Lien Guarantee and Collateral Agreement dated as of November 5, 2021 (the "Guarantee and Collateral Agreement"). Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of the Guarantee and Collateral Agreement and this Agreement, the Guarantee and Collateral Agreement shall control.

4. Representations and Warranties. Grantor represents and warrants to the Administrative Agent that a true and correct list of all of Grantor's United States (a) registered trademarks and trademark registrations is set forth on Part 1 of Schedule I attached hereto, and (b) applications for trademark registrations is set forth on Part 2 of Schedule I attached hereto.

5. Further Acts. Grantor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be reasonably necessary or advisable or may be reasonably requested by the Administrative Agent for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, and to enable the Administrative Agent to exercise and enforce its rights and remedies hereunder with respect to the Trademark Collateral, including any documents for filing with the United States Patent and Trademark Office or any applicable state office. The Administrative Agent may record this Agreement, an abstract thereof, or any other document describing the Administrative Agent's security interest in the Trademarks with the United States Patent and Trademark Office, at the expense of Grantor. In addition, Grantor authorizes the Administrative Agent to file financing statements describing the Trademark Collateral in any UCC filing office deemed appropriate by the Administrative Agent. If Grantor shall at any time hold or acquire a commercial tort claim arising with respect to the Trademark Collateral, Grantor immediately shall notify the Administrative Agent in a writing signed by the Grantor of the brief details thereof and grant to the Administrative Agent in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Administrative Agent.

6. Authorization to Supplement. Upon mutual agreement, either Grantor or Administrative Agent shall modify this Agreement by amending Schedule I to include any future United States registered trademark of Grantor. Notwithstanding the foregoing, no failure to so modify this Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Administrative Agent's continuing security interest in all Trademark Collateral, whether or not listed on Schedule I.

7. 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.

8. 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.

9. Continuing Security Interest. This Agreement shall create a continuing lien on and security interest in the Trademark Collateral and shall be binding upon Grantor and its successors and assigns and shall inure to the benefit of the Administrative Agent and its successors and permitted assigns.

10. 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.

11. Termination. Upon payment and performance in full of all Obligations, the security interests created by this Agreement shall automatically terminate and Administrative Agent (at Grantor's expense) promptly shall execute and deliver to Grantor such documents and instruments reasonably requested by Grantor as shall be necessary to evidence termination of such security interests, including cancellation of this Agreement by written notice from the Administrative Agent to the United States Patent and Trademark Office.

12. 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 page follows]

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

PROMISES BEHAVIORAL HEALTH, LLC,
as Grantor

By: Lori L. Steiner
Name: Lori L. Steiner
Title: CFO

ACCEPTED AND AGREED:

ALTER DOMUS (US) LLC, as
Administrative Agent

By: _____
Name:
Title:

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

PROMISES BEHAVIORAL HEALTH, LLC,
as Grantor

By: _____
Name:
Title:

ACCEPTED AND AGREED:

ALTER DOMUS (US) LLC, as
Administrative Agent

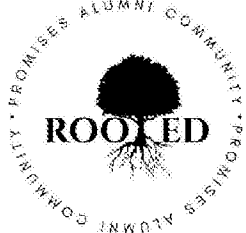

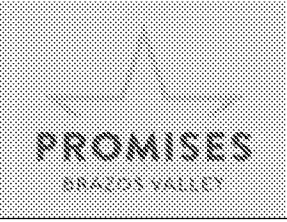



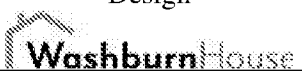
By:  _____
Name: Pinju Chiu
Title: Associate Counsel

[Signature Page to Trademark Security Agreement]

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

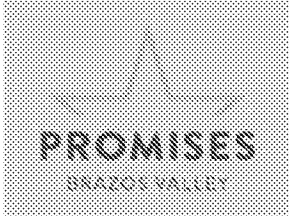



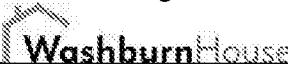
PART 1 - TRADEMARK REGISTRATIONS

Country	Mark	Serial No. Filing Date	Reg. No. Reg. Date	Owner
United States	BRAVEN*	86337561 Jul 15, 2014	4809916 Sep 8, 2015	Promises Behavioral Health, LLC
United States	Stylized Design* 	86359531 Aug 6, 2014	4810017 Sep 8, 2015	Promises Behavioral Health, LLC
United States	THREE STRANDS*	86300621 Jun 4, 2014	4814051 Sep 15, 2015	Promises Behavioral Health, LLC
United States	TS & Design* 	86301907 Jun 5, 2014	4809718 Sep 8, 2015	Promises Behavioral Health, LLC
United States	YOUR FAITH. YOUR FUTURE. YOUR LIFE.*	86326350 Jul 2, 2014	4814253 Sep 15, 2015	Promises Behavioral Health, LLC
United States	PROMISES P.A.T.H.	90597192 Mar 23, 2021	N/A	Promises Behavioral Health, LLC
United States	PROVIDING ACCESS TO HOPE	90597175 Mar 23, 2021	N/A	Promises Behavioral Health, LLC
United States	ROOTED PROMISES ALUMNI COMMUNITY & Design	90332657 Nov 20, 2020	6468319 Aug 31, 2021	Promises Behavioral Health, LLC

Country	Mark	Serial No. Filing Date	Reg. No. Reg. Date	Owner
				
United States	Stylized Design 	90332634 Nov 20, 2020	6468318 Aug 31, 2021	Promises Behavioral Health, LLC
United States	TOGETHER WE ARE HEALING	90332677 Nov 20, 2020	6468322 Aug 31, 2021	Promises Behavioral Health, LLC
United States	PROMISES BRAZOS VALLEY & Design 	97266286 Feb 14, 2022	Pending	Promises Behavioral Health, LLC
United States	PROMISES FIVE PALMS & Design 	97266334 Feb 14, 2022	Pending	Promises Behavioral Health, LLC
United States	THE RANCH TENNESSEE & Design 	97266397 Feb 14, 2022	Pending	Promises Behavioral Health, LLC
United States	THE RANCH PENNSYLVANIA & Design 	97266421 Feb 14, 2022	Pending	Promises Behavioral Health, LLC
United States	WASHBURN HOUSE & Design 	97266445 Feb 14, 2022	Pending	Promises Behavioral Health, LLC

Country	Mark	Serial No. Filing Date	Reg. No. Reg. Date	Owner
United States	PROMISES BEHAVIORAL HEALTH & Design	97306161 March 10, 2022	Pending	Promises Behavioral Health, LLC
United States	ROOTED RECOVERY STORIES	97173997 December 15, 2021	Pending	Promises Behavioral Health, LLC

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
PART 2 - TRADEMARK APPLICATIONS**

Country	Mark	Serial No. Filing Date	Reg. No. Reg. Date	Owner
United States	PROMISES BRAZOS VALLEY & Design 	97266286 Feb 14, 2022	Pending	Promises Behavioral Health, LLC
United States	PROMISES FIVE PALMS & Design 	97266334 Feb 14, 2022	Pending	Promises Behavioral Health, LLC
United States	THE RANCH TENNESSEE & Design 	97266397 Feb 14, 2022	Pending	Promises Behavioral Health, LLC
United States	THE RANCH PENNSYLVANIA & Design 	97266421 Feb 14, 2022	Pending	Promises Behavioral Health, LLC
United States	WASHBURN HOUSE & Design 	97266445 Feb 14, 2022	Pending	Promises Behavioral Health, LLC