

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM751555

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF TRADEMARK SECURITY AGREEMENT RECORDED AT REEL/FRAME NO.: 7476/0007		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MN DEBTCO, LLC, AS AGENT		08/25/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	WALDEN BEHAVIORAL CARE, INC.		
Street Address:	51 Sawyer Road		
Internal Address:	Suite 510		
City:	Waltham		
State/Country:	MASSACHUSETTS		
Postal Code:	02453		
Entity Type:	Corporation: DELAWARE		
Name:	MONTE NIDO RESIDENTIAL CENTER, LLC		
Street Address:	6100 SW 76th Street		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33143		
Entity Type:	Limited Liability Company: CALIFORNIA		
Name:	OLIVER-PYATT CENTERS, LLC		
Street Address:	6100 SW 76th Street		
City:	Miami		
State/Country:	FLORIDA		
Postal Code:	33143		
Entity Type:	Limited Liability Company: FLORIDA		
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	

Property Type	Number	Word Mark
Registration Number:	4243870	WHOLE HEALTH APPROACH
Registration Number:	4243869	CONTINUUM OF CARE
Registration Number:	4282363	WALDEN
Registration Number:	4282362	WALDEN BEHAVIORAL CARE
Registration Number:	6503563	CLEMENTINE A MONTE NIDO AFFILIATE
Registration Number:	6503562	OLIVER-PYATT CENTERS A MONTE NIDO AFFILI
Registration Number:	6494609	MONTE NIDO & AFFILIATES TREATING EATING
Registration Number:	6494608	MONTE NIDO TREATING EATING DISORDERS
Registration Number:	6494607	

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:	24844-5
NAME OF SUBMITTER:	Maria Banda
SIGNATURE:	/Maria Banda/
DATE SIGNED:	08/26/2022

Total Attachments: 5

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RELEASE OF TRADEMARK SECURITY AGREEMENT

This RELEASE OF TRADEMARK SECURITY AGREEMENT, dated as of August 25, 2022 (this "Release"), is made by MN DEBTCO, LLC, as agent (in such capacity and together with its successors and assigns, the "Agent") for the Secured Parties (as defined in the Security Agreement referred to below) in favor of Walden Behavioral Care, Inc., Monte Nido Residential Center, LLC, and Oliver-Pyatt Centers, LLC (collectively and with all successors thereof, the "Grantor").

WHEREAS, the Grantor entered into a Note Purchase Agreement dated as of September 3, 2015 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), among MONTE NIDO INTERMEDIATE HOLDINGS III, LLC (the "Company"), MONTE NIDO INTERMEDIATE HOLDINGS II, LLC (the "Parent"), the other Guarantors from time to time party thereto, and the Agent and the Purchasers from time to time party thereto;

WHEREAS, under the terms of the Note Purchase Agreement, Grantor granted a security interest in certain property, including, without limitation, certain intellectual property of the Grantor, to the Agent for the benefit of the Secured Parties in that certain Trademark Security Agreement (the "Security Agreement") dated October 26, 2021 and recorded at the United States Patent and Trademark Office on October 28, 2021 at: Reel 007476 Frame 0007;

WHEREAS, to the extent a security interest was granted with respect to all of its Trademarks and rights in and to exclusive Intellectual Property Licenses with respect to Trademarks to which it is party, including intellectual property listed on Schedule A attached hereto, all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License, and 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 (collectively, the "Intellectual Property Collateral"), Agent now wishes to release the security interests granted in the Intellectual Property Collateral; and

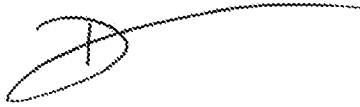
NOW THEREFORE, in consideration of the mutual promises and undertakings set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intention of being legally bound hereby, Agent, and Grantor agree as follows:

1. Defined Terms. Capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Note Purchase Agreement.
2. Termination and Release. Agent hereby:
 - i. terminates, cancels, forever discharges, and releases the security interest in all right, title, and interest in and to the Intellectual Property Collateral;

- ii. represents and warrants that it has full authority to execute and deliver this Release; and
 - iii. authorizes the recordation of this Release with any government office, including but not limited to the United States Patent and Trademark Office, at Grantor's expense.
3. Further Assurances. Agent, upon Grantor's written request and at Grantor's sole cost and expense, agree to duly execute, acknowledge, procure and deliver any further reasonable documents and to do such other reasonable acts as may be reasonably requested by Grantor to the extent necessary to effect the security interest release contemplated herein. To the extent that any other filings with any other governmental authority have been made with respect to any of the Intellectual Property Collateral, Agent will, upon Grantor's request and at Grantor's sole cost and expense, execute and deliver a reasonable release of such Intellectual Property Collateral or other reasonable instrument requested by Grantor that will terminate any such filing with respect to the Intellectual Property Collateral and/or release any interest in the Intellectual Property Collateral conveyed therein.

IN WITNESS WHEREOF, the undersigned has caused this Release to be duly executed and delivered as of the date first above written.

MN DEBTCO, LLC,
a Delaware limited liability company,
as Agent



By: _____
Name: David Wolmer
Title: Vice President

Schedule A

<u>Country</u>	<u>Mark</u>	<u>Owner</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
United States	WALDEN RECOVERY	Walden Behavioral Care, Inc.	5756432	5/21/2019
United States	WALDEN EATING DISORDERS	Walden Behavioral Care, Inc.	5756431	5/21/2019
United States	WALDEN BEHAVIORAL	Walden Behavioral Care, Inc.	5756424	5/21/2019
United States	WALDEN BEHAVIORAL CARE & Design	Walden Behavioral Care, Inc.	4420591	10/22/2013
United States	LASTING RECOVERY FOR BODY AND MIND	Walden Behavioral Care, Inc.	4243868	11/13/2012
United States	WHOLE HEALTH APPROACH	Walden Behavioral Care, Inc.	4243870	11/13/2012
United States	CONTINUUM OF CARE	Walden Behavioral Care, Inc.	4243869	11/13/2012
United States	WALDEN	Walden Behavioral Care, Inc.	4282363	1/29/2013
United States	WALDEN BEHAVIORAL CARE	Walden Behavioral Care, Inc.	4282362	1/29/2013
United States	CLEMENTINE A MONTE NIDO AFFILIATE & Design	Oliver-Pyatt Centers, LLC	6503563	9/28/2021
United States	OLIVER-PYATT CENTERS A MONTE NIDO AFFILIATE & Design	Oliver-Pyatt Centers, LLC	6503562	9/28/2021

<u>Country</u>	<u>Mark</u>	<u>Owner</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
United States	MONTE NIDO & AFFILIATES TREATING EATING DISORDERS & Design	MONTE NIDO RESIDENTIAL CENTER, LLC	6494609	9/21/2021
United States	MONTE NIDO TREATING EATING DISORDERS & Design	MONTE NIDO RESIDENTIAL CENTER, LLC	6494608	9/21/2021
United States	Design	MONTE NIDO RESIDENTIAL CENTER, LLC	6494607	9/21/2021