TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM751553

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Walden Behavioral Care, Inc.		08/25/2022	Corporation: DELAWARE
Monte Nido Residential Center, LLC		08/25/2022	Limited Liability Company: CALIFORNIA
Rosewood Ranch, L.P.		08/25/2022	Limited Partnership: ARIZONA
Oliver-Pyatt Centers, LLC		08/25/2022	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	Alter Domus (US) LLC
Street Address:	225 Washington Street, 9th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Registration Number:	4699894	CLEMENTINE
Registration Number:	6503563	CLEMENTINE A MONTE NIDO AFFILIATE
Registration Number:	4243869	CONTINUUM OF CARE
Registration Number:	6494607	
Registration Number:	4243868	LASTING RECOVERY FOR BODY AND MIND
Registration Number:	2612460	MONTE NIDO
Registration Number:	6494609	MONTE NIDO & AFFILIATES TREATING EATING
Registration Number:	6494608	MONTE NIDO TREATING EATING DISORDERS
Registration Number:	4525514	OLIVER-PYATT CENTERS
Registration Number:	6503562	OLIVER-PYATT CENTERS A MONTE NIDO AFFILI
Registration Number:	2597108	ROSEWOOD
Registration Number:	3831380	ROSEWOOD CAPRI
Registration Number:	3831378	ROSEWOOD CENTERS FOR EATING DISORDERS
Registration Number:	3831381	ROSEWOOD RANCH
Registration Number:	4282363	WALDEN

OP $540.00 4699894

Property Type	Number	Word Mark
Registration Number:	5756424	WALDEN BEHAVIORAL
Registration Number:	4420591	WALDEN BEHAVIORAL CARE
Registration Number:	4282362	WALDEN BEHAVIORAL CARE
Registration Number:	5756431	WALDEN EATING DISORDERS
Registration Number:	5756432	WALDEN RECOVERY
Registration Number:	4243870	WHOLE HEALTH APPROACH

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@cogencyglobal.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:	1769142 TM
NAME OF SUBMITTER:	Alexis Lupica
SIGNATURE:	/Alexis Lupica/
DATE SIGNED:	08/26/2022

Total Attachments: 7

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NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE ADMINISTRATIVE AGENT (AS HEREINAFTER DEFINED) IN CONNECTION WITH THIS AGREEMENT, THE TERMS OF THIS AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ADMINISTRATIVE AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT DATED AS OF AUGUST 25, 2022 (AS AMENDED, RESTATED, SUPPLEMENTED OR OTHERWISE MODIFIED FROM TIME TO TIME, THE "FIRST LIEN INTERCREDITOR AGREEMENT"), AMONG ANTARES CAPITAL LP, AS THE FIRST LIEN AGENT, AND ALTER DOMUS (US) LLC, AS SECOND LIEN AGENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE FIRST LIEN INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE FIRST LIEN INTERCREDITOR AGREEMENT SHALL CONTROL.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

This **SECOND LIEN TRADEMARK SECURITY AGREEMENT**, dated as of August 25, 2022 (as amended, restated, supplemented or otherwise modified from time to time, this "**Trademark Security Agreement**"), is made by each entity identified as a Grantor on the signature pages hereto (each, a "**Grantor**") in favor of Alter Domus (US) LLC, as administrative and collateral agent for the Secured Parties (in such capacities and together with its successors and permitted assigns in such capacities, the "**Administrative Agent**").

WHEREAS, each Grantor is party to that certain Second Lien Security Agreement, dated as of August 25, 2022 (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), among each Grantor, the other grantors party thereto and the Administrative Agent pursuant to which each Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

SECTION 1. DEFINED TERMS

"**Credit Agreement**" means that certain Second Lien Credit Agreement dated as of August 25, 2022 (as amended, restated, supplemented or otherwise modified from time to time), by and among the Initial Borrower, the Borrowers, the other Loan Parties party thereto, the Administrative Agent and each Lender from time to time party thereto.

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. GRANT OF SECURITY INTEREST

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a security interest in all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter

acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "**Trademark Collateral**"):

(i) all United States registered or applied for Trademarks, including those listed on Schedule A hereto;

(ii) all renewals and extensions thereof;

(iii) all goodwill of the business connected with the use thereof and symbolized thereby;

(iv) all rights to sue or otherwise recover for any past, present and future infringement, dilution, violation or other impairment thereof;

(v) all Proceeds now or hereafter due or payable under or with respect to the foregoing, including payments under all licenses entered into in connection therewith and damages and payments for past, present, or future infringements, dilutions, violations or other impairments thereof; and

(vi) all rights corresponding thereto throughout the world;

provided that the Trademark Collateral shall not include any Excluded Assets (as defined in the Credit Agreement).

SECTION 2.1 CERTAIN LIMITED EXCLUSIONS

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" trademark application prior to the filing and the USPTO's acceptance of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of, or void, such "intent-to-use" trademark application, or any registration that may issue therefrom, under applicable federal law.

SECTION 3. SECURITY AGREEMENT

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and each 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 Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. RECORDATION

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

SECTION 5. TERMINATION

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This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral granted hereunder shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents (other than contingent obligations not yet due and owing). Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by each Grantor, and at such Grantor's sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. GOVERNING LAW

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 7. COUNTERPARTS

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[*Remainder of Page Intentionally Left Blank; Signature Pages Follow.*]

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

Walden Behavioral Care, Inc., a Delaware corporation, as a Grantor

DocuSigned by:
By: Candance Henderson
66CE27E0282E464...
Name: Candance Henderson
Title: Chief Executive Officer

Monte Nido Residential Center, LLC, a California limited liability company, as a Grantor

DocuSigned by:
By: Candance Henderson
66CE27E0282E464...
Name: Candance Henderson
Title: Chief Executive Officer

Rosewood Ranch, L.P., an Arizona limited partnership, as a Grantor

DocuSigned by:
By: Candance Henderson
66CE27E0282E464...
Name: Candance Henderson
Title: Chief Executive Officer

Oliver-Pyatt Centers, LLC, a Florida limited liability company, as a Grantor

DocuSigned by:
By: Candance Henderson
66CE27E0282E464...
Name: Candance Henderson
Title: Chief Executive Officer

ACCEPTED AND ACKNOWLEDGED BY:

ALTER DOMUS (US) LLC, as Administrative Agent

By: _____
Name: Pinju Chiu
Title: Associate Counsel

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS

Grantor	Mark	Registration No.	Registration Date
Oliver-Pyatt Centers, LLC	CLEMENTINE	4699894	03/10/2015
Oliver-Pyatt Centers, LLC	CLEMENTINE A MONTE NIDO AFFILIATE	6503563	09/28/2021
Walden Behavioral Care, Inc.	CONTINUUM OF CARE	4243869	11/13/2012
Monte Nido Residential Center, LLC	Design Only	6494607	09/21/2021
Walden Behavioral Care, Inc.	LASTING RECOVERY FOR BODY AND MIND	4243868	11/13/2012
Monte Nido Residential Center, LLC	MONTE NIDO	2612460	08/27/2002
Monte Nido Residential Center, LLC	MONTE NIDO & AFFILIATES TREATING EATING DISORDERS	6494609	09/21/2021
Monte Nido Residential Center, LLC	MONTE NIDO TREATING EATING DISORDERS	6494608	09/21/2021
Oliver-Pyatt Centers, LLC	OLIVER-PYATT CENTERS	4525514	05/06/2014

Grantor	Mark	Registration No.	Registration Date
Oliver-Pyatt Centers, LLC	OLIVER-PYATT CENTERS A MONTE NIDO AFFILIATE	6503562	09/28/2021
Rosewood Ranch, L.P.	ROSEWOOD	2597108	07/23/2002
Rosewood Ranch, L.P.	ROSEWOOD CAPRI	3831380	08/10/2010
Rosewood Ranch, L.P.	ROSEWOOD CENTERS FOR EATING DISORDERS	3831378	08/10/2010
Rosewood Ranch, L.P.	ROSEWOOD RANCH	3831381	08/10/2010
Walden Behavioral Care, Inc.	WALDEN	4282363	01/29/2013
Walden Behavioral Care, Inc.	WALDEN BEHAVIORAL	5756424	05/21/2019
Walden Behavioral Care, Inc.	WALDEN BEHAVIORAL CARE	4420591	10/22/2013
Walden Behavioral Care, Inc.	WALDEN BEHAVIORAL CARE	4282362	01/29/2013
Walden Behavioral Care, Inc.	WALDEN EATING DISORDERS	5756431	05/21/2019
Walden Behavioral Care, Inc.	WALDEN RECOVERY	5756432	05/21/2019
Walden Behavioral Care, Inc.	WHOLE HEALTH APPROACH	4243870	11/13/2012

TRADEMARK APPLICATIONS

None.