

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM763917

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ADDICTION & MENTAL HEALTH SERVICES, LLC		10/27/2022	Limited Liability Company: DELAWARE
BRADFORD HEALTH SERVICES, LLC		10/27/2022	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA

Name:	Fifth Third Bank, National Association, as Administrative Agent
Street Address:	38 Fountain Square Plaza
Internal Address:	MD 109047
City:	Cincinnati
State/Country:	OHIO
Postal Code:	45202
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	4964080	RED OAK RECOVERY
Registration Number:	5033137	THE WILLOWS AT RED OAK RECOVERY
Registration Number:	5058169	RED OAK RECOVERY
Registration Number:	5106496	THE WILLOWS AT RED OAK RECOVERY
Registration Number:	1986977	BRADFORD HEALTH SERVICES
Registration Number:	2013305	BRADFORD
Registration Number:	6193401	A REPRIEVE
Registration Number:	6193402	A REPRIEVE
Registration Number:	6267445	LIMESTONE RIDGE
Registration Number:	6503163	STEPS OF FAITH
Registration Number:	6503164	STEPS OF FAITH A CHRIST CENTERED PROGRAM
Registration Number:	3863414	THERE IS HOPE AHEAD

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.

TRADEMARK

Phone: 212.940.6562
Email: joanne.arnold@katten.com
Correspondent Name: Joanne BL Arnold
Address Line 1: Katten
Address Line 2: 50 Rockefeller Plaza
Address Line 4: New York, NEW YORK 10020-1605

NAME OF SUBMITTER:	Joanne BL Arnold
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SIGNATURE:	/Joanne BL Arnold/
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DATE SIGNED:	10/27/2022
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Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 27, 2022, is made by BRADFORD HEALTH SERVICES, LLC, a Delaware limited liability company ("Bradford"), ADDICTION & MENTAL HEALTH SERVICES, LLC, a Delaware limited liability company ("Addiction"; Addiction and Bradford, each a "Grantor" and collectively, the "Grantors"), in favor of Fifth Third Bank, National Association ("Fifth Third"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of October 27, 2022 (as the same may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Credit Agreement"), by BHP Management Holdings, LLC, as the Borrower (the "Borrower"), BHP Intermediate Holdings, LLC ("Holdings"), as a Guarantor, the other Loan Parties, the Lenders and the L/C Issuers from time to time party thereto and the Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement dated as of October 27, 2022 in favor of Administrative Agent (and as such agreement may be amended, restated, amended and restated, supplemented and/or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, each Grantor is a party to the Guaranty and Security Agreement pursuant to which each Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the promises and to induce the Lenders, the L/C Issuers and Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantors, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured Parties, and grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantors (the "Trademark Collateral"):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantors Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, each Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Termination. Upon satisfaction of the conditions set forth in Section 10.10(b)(iii) of the Credit Agreement, the Administrative Agent, at the request and the expense of the Grantors, shall execute, acknowledge, and deliver to each Grantor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

Section 6. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed counterpart by facsimile or electronic transmission shall be as effective as delivery of an original executed counterpart. The words "execution," "signed," "signature," "delivery" and words of like import in or relating to any document to be signed in connection with this Agreement and the transactions contemplated hereby shall be deemed to include any electronic sound, symbol or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record, and deliveries or the keeping of records in electronic form, each of which shall be of the same legal effect, validity or enforceability as a manually executed signature, physical delivery thereof or the use of a paper-based recordkeeping system, as the case may be, to the extent and as provided for in any applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act or any other similar State laws based on the Uniform Electronic Transactions Act; provided that nothing herein shall require the Administrative Agent to accept electronic signatures in any form or format without its prior written consent.

Section 7. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 8. Waiver of Jury Trial. THE PARTIES HERETO, TO THE EXTENT PERMITTED BY LAW, WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING WITH RESPECT TO, OR DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY OTHER TRANSACTION CONTEMPLATED HEREIN (WHETHER FOUNDED IN CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO OTHER PARTY AND NO RELATED PERSON OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT, BY THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 8.

[SIGNATURE PAGES FOLLOW]

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.

Very truly yours,

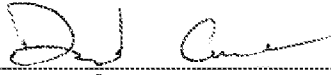
ADDICTION & MENTAL HEALTH SERVICES, LLC,
BRADFORD HEALTH SERVICES, LLC
each as a Grantor

DocuSigned by:
By: Mark Edwards
Name: Mark Edwards
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED
as of the date first above written:





FIFTH THIRD BANK, NATIONAL ASSOCIATION
as Administrative Agent

By: 
Name: DAVID CROWE
Title: VP

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Grantor	Reg. No.	Reg. Date
RED OAK RECOVERY	Bradford Health Services, LLC	4,964,080	05/24/2016
THE WILLOWS AT RED OAK RECOVERY	Bradford Health Services, LLC	5,033,137	08/30/2016
	Bradford Health Services, LLC	5,058,169	10/11/2016
	Bradford Health Services, LLC	5,106,496	12/20/2016
	Addiction & Mental Health Services, LLC	1,986,977	07/16/1996
BRADFORD	Addiction & Mental Health Services, LLC	2,013,305	11/05/1996
A REPRIEVE	Addiction & Mental Health Services, LLC	6,193,401	11/10/2020
	Addiction & Mental Health Services, LLC	6,193,402	11/10/2020
LIMESTONE RIDGE	Addiction & Mental Health Services, LLC	6,267,445	02/09/2021
STEPS OF FAITH	Addiction & Mental Health Services, LLC	6,503,163	9/28/2021
STEPS OF FAITH A CHRIST CENTERED PROGRAM	Addiction & Mental Health Services, LLC	6,503,164	9/28/2021
THERE IS HOPE AHEAD	Addiction & Mental Health Services, LLC	3,863,414	10/19/2010

2. TRADEMARK APPLICATIONS

None.