

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM773526

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Eating Recovery Center LLC		11/10/2021	Limited Liability Company: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Antares Capital LP, as Collateral Agent		
<b>Street Address:</b>	500 W. Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60661		
<b>Entity Type:</b>	Limited Partnership: DELAWARE		
<b>PROPERTY NUMBERS Total: 16</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	5976403	RECOVER LIFE	
<b>Registration Number:</b>	4707201	EATING RECOVERY CENTER	
<b>Registration Number:</b>	3896042		
<b>Registration Number:</b>	3855165	EATING RECOVERY CENTER	
<b>Serial Number:</b>	90579745	EATING RECOVERY CENTER	
<b>Serial Number:</b>	90535477	PATHLIGHT NEUROPSYCHIATRIC CENTER	
<b>Serial Number:</b>	90458829	PATHLIGHT NEUROMODULATION TREATMENT CLIN	
<b>Serial Number:</b>	90458819	PATHLIGHT NEUROMODULATION TREATMENT CENT	
<b>Serial Number:</b>	90368749	PATHLIGHT NEUROMODULATION TREATMENT	
<b>Serial Number:</b>	90368733	PATHLIGHT NEUROMODULATION CHANGE CLINIC	
<b>Serial Number:</b>	90366109	PATHLIGHT NEUROMODULATION CLINIC	
<b>Serial Number:</b>	90366042	PATHLIGHT NEUROMODULATION CENTER	
<b>Serial Number:</b>	90366002	PATHLIGHT NEUROMODULATION SERVICES	
<b>Serial Number:</b>	88728925	PATHLIGHT BEHAVIORAL HEALTH	
<b>Serial Number:</b>	88935598	PATHLIGHT EATING RECOVERY CENTER	
<b>Serial Number:</b>	88935580	PATHLIGHT MOOD & ANXIETY CENTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2028357586		

CH \$415.00 5976403

**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:** 202-835-7500  
**Email:** dcip@milbank.com  
**Correspondent Name:** Javier J. Ramos  
**Address Line 1:** 1850 K Street, NW, Suite 1100  
**Address Line 2:** Milbank, LLP  
**Address Line 4:** Washington, D.C. 20006

<b>ATTORNEY DOCKET NUMBER:</b>	42731.00001
<b>NAME OF SUBMITTER:</b>	Javier J. Ramos
<b>SIGNATURE:</b>	/Javier J. Ramos/
<b>DATE SIGNED:</b>	12/12/2022

**Total Attachments: 5**

source=7. Project Alpine - Trademark Security Agreement (Executed)#page1.tif  
source=7. Project Alpine - Trademark Security Agreement (Executed)#page2.tif  
source=7. Project Alpine - Trademark Security Agreement (Executed)#page3.tif  
source=7. Project Alpine - Trademark Security Agreement (Executed)#page4.tif  
source=7. Project Alpine - Trademark Security Agreement (Executed)#page5.tif

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT dated as of November 10, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Trademark Security Agreement”) is made by Eating Recovery Center LLC, a Colorado limited liability company (the “Grantor”) in favor of Antares Capital LP, as Collateral Agent (in such capacity, the “Collateral Agent”) for the Secured Parties. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Credit Agreement and the Security Agreement referred to therein.

WHEREAS, Alpine Bidco Inc., a Delaware corporation, as Holdings, ALPINE MERGERSUB LLC, which on the Closing Date shall be merged with and into ERC TOPCO HOLDINGS, LLC (with ERC TOPCO HOLDINGS, LLC as the surviving entity) (the “Borrower”), the Collateral Agent, Antares Capital LP, as the Administrative Agent (in such capacity, the “Administrative Agent”) and an L/C Issuer, and each lender from time to time party thereto (collectively, the “Lenders” and, individually, a “Lender”) have entered into the Credit Agreement, dated as of November 10, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), pursuant to which the Lenders have severally agreed to extend credit to the Borrower, the L/C Issuers have severally agreed to issue Letters of Credit for the account of the Borrower, the Hedge Banks have agreed to enter into the Secured Hedge Agreements and the Cash Management Banks have agreed to enter into the Cash Management Agreements, in each subject to the terms and conditions set forth in the Credit Agreement.

WHEREAS, in connection with the Credit Agreement, the Grantor has entered into the Security Agreement, dated as of November 10, 2021 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in order to induce the Lenders to extend credit, of the L/C Issuers to issue Letters of Credit, of the Hedge Banks to enter into the Secured Hedge Agreements and of the Cash Management Banks to enter into the Cash Management Agreements.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain Intellectual Property (as defined in the Security Agreement) of the Grantor, and has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office.

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

SECTION 1. Grant of Security. Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in all of Grantor’s right, title and interest in and to the following (the “Collateral”):

- (a) the United States registered Trademarks (as defined in the Security Agreement) and Trademarks for which United States applications are pending set forth in Schedule A hereto, together with all goodwill associated therewith.

SECTION 2. Recordation. This Trademark Security Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The Grantor authorizes and requests that the Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 3. Execution in Counterparts. This Trademark 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 4. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. 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 Trademark Security Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 5. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 6. Severability. In case any one or more of the provisions contained in this Trademark Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

[Remainder of Page Intentionally Blank]

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

EATING RECOVERY CENTER LLC,  
as Grantor

DocuSigned by:

*David Diekmann*

By: \_\_\_\_\_

36C22BDF88CA455...

Name: David Diekmann



Title: Chief Financial Officer

**ANTARES CAPITAL LP, as Collateral Agent**

By: Michael Ahrens  
Name: Michael Ahrens  
Its: Duly Authorized Signatory

SCHEDULE A

United States Trademarks and Trademark Applications

<b>Trademark</b>	<b>App. No. / Date</b>	<b>Registration No. / Date</b>	<b>Owner</b>
 Eating Recovery Center	90/579,745 03/15/2021	Pending/Awaiting Examination	Eating Recovery Center LLC
Pathlight Neuropsychiatric Center	90/535,477 02/19/2021	Pending/Under Examination	Eating Recovery Center LLC
Pathlight Neuromodulation Treatment Clinic	90/458,829 01/11/2021	Pending/Under Examination	Eating Recovery Center LLC
Pathlight Neuromodulation Treatment Center	90/458,819 01/11/2021	Pending/Under Examination	Eating Recovery Center LLC
Pathlight Neuromodulation Treatment	90/368,749 12/09/2020	Pending/Under Examination	Eating Recovery Center LLC
Pathlight Neuromodulation Change Clinic	90/368,733 12/09/2020	Pending/Under Examination	Eating Recovery Center LLC
Pathlight Neuromodulation Clinic	90/366,109 12/08/2020	Pending/Under Examination	Eating Recovery Center LLC
Pathlight Neuromodulation Center	90/366,042 12/08/2020	Pending/Under Examination	Eating Recovery Center LLC
Pathlight Neuromodulation Services	90/366,002 12/08/2020	Pending/Under Examination	Eating Recovery Center LLC
Pathlight Behavioral Health	88/728,925 12/16/2019	Pending/Published for Opposition 06/02/2020	Eating Recovery Center LLC
Pathlight Eating Recovery Center	88/935,598 05/27/2020	Pending/Published for Opposition 06/01/2021	Eating Recovery Center LLC
Pathlight Mood and Anxiety Center	88/935,580 05/27/2020	Pending/Published for Opposition 02/09/2021	Eating Recovery Center LLC
Recover Life	88/521,705 07/18/2019	5,976,403 02/04/2020	Eating Recovery Center LLC
Eating Recovery Center	86/322,052 06/26/2014	4,707,201 03/24/2015	Eating Recovery Center LLC
 Design only	77/836,995 09/29/2009	3,896,042 12/28/2010	Eating Recovery Center LLC
Eating Recovery Center	77/836,673 09/28/2009	3,855,165 09/28/2010	Eating Recovery Center LLC