

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM776215

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PINNACLE TREATMENT CENTERS, INC.		12/22/2022	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Golub Capital LLC		
Street Address:	150 S. Wacker Drive		
Internal Address:	Suite 800		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	97054902	PINNACLE TREATMENT CENTERS	
Serial Number:	97054899	PINNACLE TREATMENT CENTERS	
CORRESPONDENCE DATA			
Fax Number:	7045032622		
<i>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.</i>			
Phone:	7045032600		
Email:	msheehan@kslaw.com		
Correspondent Name:	King & Spalding LLP		
Address Line 1:	300 S. Tryon St., Ste 1700		
Address Line 2:	Attn: Moira Sheehan		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	24080.233003		
NAME OF SUBMITTER:	Moira Sheehan		
SIGNATURE:	/s/ Moira Sheehan		
DATE SIGNED:	12/23/2022		
Total Attachments: 6			
source=Pinnacle - Trademark Security Agreement (Executed)#page1.tif			

OP \$65.00 97054902

source=Pinnacle - Trademark Security Agreement (Executed)#page2.tif
source=Pinnacle - Trademark Security Agreement (Executed)#page3.tif
source=Pinnacle - Trademark Security Agreement (Executed)#page4.tif
source=Pinnacle - Trademark Security Agreement (Executed)#page5.tif
source=Pinnacle - Trademark Security Agreement (Executed)#page6.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 22, 2022 (this “Trademark Security Agreement”), is made by and among Pinnacle Treatment Centers, Inc., a Delaware corporation (the “Grantor”), in favor of Golub Capital LLC, a Delaware limited liability company, as administrative agent (in such capacity, together with its successors and assigns, the “Grantee”), for the benefit of itself and the other Secured Parties.

RECITALS

WHEREAS, Grantor owns the Trademarks listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor has entered into that certain Credit Agreement dated as of August 9, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), with Grantee, the other Loan Parties party thereto from time to time, the Administrative Agent and the Lenders party thereto from time to time, providing for extensions of credit and other financial accommodations to be made to the Borrower by Lenders; and

WHEREAS, pursuant to the terms of that certain Security Agreement dated as of August 9, 2016 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), by and among Grantor, Grantee, and the other Persons party thereto as “Grantors” thereunder, Grantor has granted to Grantee, for the benefit of itself and the other Secured Parties, a security interest in the Collateral, including, all right, title and interest of Grantor in, to and under all now owned or existing and hereafter acquired Trademarks included in the Collateral, and all proceeds thereof, to secure the payment of the Obligations, and has agreed to execute and deliver this Trademark Security Agreement for recording with the U.S. Patent and Trademark Office;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and to induce the Lenders to extend and/or maintain credit under the Credit Agreement, the Grantor hereby agrees with the Grantee as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademarks. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor hereby grants to Grantee, for the benefit of the Secured Parties, a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

- (1) each Trademark registration and Trademark application owned by Grantor, whether registered or unregistered, (excluding any “intent-to-use” Trademark registrations and Trademark applications for which a “statement of use” or “amendment

to allege use” has not been filed with the U.S. Patent and Trademark Office (but only until such statement or amendment is filed with the U.S. Patent and Trademark Office)), including, without limitation, the Trademark registrations and Trademark applications referred to in Schedule 1 annexed hereto;

(2) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future infringement, misappropriation, dilution, violation or impairment of any Trademark registration and Trademark applications owned by Grantor including, without limitation, the Trademark registrations and Trademark applications referred to in Schedule 1 annexed hereto and the Trademark registrations issued with respect to the Trademark applications referred to in Schedule 1 annexed hereto.

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 Grantee pursuant to the Security Agreement, and the Grantee and the Grantor hereby acknowledge and affirm that the rights and remedies of the Grantee 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. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Any signature to this Trademark Security Agreement may be delivered by facsimile, .pdf, electronic mail or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by applicable law. This Trademark Security Agreement shall become effective as to the Grantor when a counterpart hereof executed on behalf of the Grantor shall have been delivered to the Grantee and a counterpart hereof shall have been executed on behalf of the Grantee, and thereafter shall be binding upon the Grantor and its permitted successors and permitted assigns.

SECTION 5. Recordation. The Grantor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

SECTION 7. Termination. Upon the termination of the Security Agreement in

accordance with its terms and written request by the Grantor, the Grantee shall execute, acknowledge, and deliver to the 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.

[Remainder of page intentionally left blank; signature pages follow.]

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

GRANTOR:

PINNACLE TREATMENT CENTERS, INC.,
a Delaware corporation, as Grantor

By: 

Name: Joseph Pritchard

Title: President and Chief Executive Officer

Acknowledged:

GOLUB CAPITAL LLC,
as Grantee

By: 
Name: Marc C. Robinson
Title: Senior Managing Director

Schedule 1 to Trademark Security Agreement

U.S. TRADEMARK APPLICATIONS

Trademark	Owner	Serial No. / Date	Reg. No. / Date
PINNACLE TREATMENT CENTERS	Pinnacle Treatment Centers, Inc.	97054902 09/30/2021	-
PINNACLE TREATMENT CENTERS	Pinnacle Treatment Centers, Inc.	97054899 09/30/2021	-