

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM814388

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Behavioral Health of the Palm Beaches, LLC		05/31/2023	Limited Liability Company: FLORIDA
Wilkes-Barre Treatment, LLC		05/31/2023	Limited Liability Company: PENNSYLVANIA
Banyan Treatment and Recovery, LLC		05/31/2023	Limited Liability Company: FLORIDA

RECEIVING PARTY DATA

Name:	Computershare Trust Company, N.A., as Collateral Agent
Street Address:	9062 Old Annapolis Road
City:	Columbia
State/Country:	MARYLAND
Postal Code:	21045
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	6193031	BEHAVIORAL HEALTH OF THE PALM BEACHES
Registration Number:	5500519	SEASIDE PALM BEACH
Registration Number:	3960028	SEASIDE PALM BEACH
Registration Number:	6074212	CLEARBROOK
Registration Number:	6522999	BANYAN TREATMENT
Registration Number:	6466481	BANYAN TREATMENT
Registration Number:	5080716	RECOVERY CENTER FOR WOMEN OF THE PALM BE
Registration Number:	5094169	RECOVERY CENTER FOR MEN OF THE PALM BEAC
Registration Number:	5080717	MHR MENTAL HEALTH REHAB OF THE PALM BEAC
Serial Number:	97643084	NOURISH IN RECOVERY

CORRESPONDENCE DATA

Fax Number: 6179799301

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: 617.979.9376

CH \$265.00 6193031

Email: christine.slattery@whitecase.com
Correspondent Name: Christine Slattery, Senior Legal Assist.
Address Line 1: WHITE & CASE LLP
Address Line 2: 75 State Street
Address Line 4: Boston, MASSACHUSETTS 02109

ATTORNEY DOCKET NUMBER: 1111779.2791

NAME OF SUBMITTER: Christine Slattery

SIGNATURE: /Christine Slattery/

DATE SIGNED: 06/01/2023

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of May 31, 2023, by and among Behavioral Health of the Palm Beaches, LLC, a Florida limited liability company, Wilkes-Barre Treatment, LLC, a Pennsylvania limited liability company, and Banyan Treatment and Recovery, LLC, a Florida limited liability company (each, a “Grantor” and collectively the “Grantors”) and Computershare Trust Company, N.A., in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and permitted assigns, the “Collateral Agent”).

PRELIMINARY STATEMENTS

WHEREAS, each Grantor is party to that certain Pledge and Security Agreement, dated as of May 31, 2023 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which such Grantor granted to the Secured Parties a security interest in certain Intellectual Property rights owned by such Grantor and pursuant to which such Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, capitalized 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 in Trademark Collateral. Each Grantor hereby pledges and grants to the Collateral Agent for itself and for the benefit of the Secured Parties a security interest in all of its right, title and interest in, to and under (a) all Trademarks owned by such Grantor, including but not limited to the Trademarks listed on Schedule I attached hereto; (b) all extensions or renewals of any of the foregoing; (c) all of the goodwill of the business connected with the use of and symbolized by the foregoing; (d) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill and (e) all Proceeds of the foregoing, including without limitation, royalties, income, payments, claims, damages and proceeds of suit (collectively, the “Trademark Collateral”), in each case, solely to the extent the foregoing items constitute Collateral, it being expressly understood and agreed that the term “Trademark Collateral” (and any component definition thereof) shall not include any Excluded Asset.

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 Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by each Grantor to the Collateral Agent in the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof), the terms and provisions of which are incorporated by reference 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.

(a) SECTION 4. Termination. The Liens granted hereunder shall be automatically released in the circumstances described in Section 7.12 of the Security Agreement and the Collateral Agent shall promptly take such actions and execute, acknowledge and deliver to such Grantor an instrument in writing in recordable form or such other release documentation in form and substance reasonably satisfactory to such Grantor as such Grantor may reasonable request to release or reflect the release of the collateral pledge, grant, Lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement shall be valid, binding, and enforceable against a party only when executed and delivered by an authorized individual on behalf of the party by means of (i) any electronic signature permitted by the federal Electronic Signatures in Global and National Commerce Act, state enactments of the Uniform Electronic Transactions Act, including the New York State Electronic Signatures and Records Act, and/or any other relevant electronic signatures law, including relevant provisions of the UCC (collectively, "Signature Law"); (ii) an original manual signature; or (iii) a faxed, scanned, or photocopied manual signature. Each electronic signature or faxed, scanned, or photocopied manual signature shall for all purposes have the same validity, legal effect, and admissibility in evidence as an original manual signature. Each party hereto shall be entitled to conclusively rely upon, and shall have no liability with respect to, any faxed, scanned, or photocopied manual signature, or other electronic signature, of any party and shall have no duty to investigate, confirm or otherwise verify the validity or authenticity thereof. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall, together, constitute one and the same instrument. For avoidance of doubt, original manual signatures shall be used for execution or indorsement of writings when required under the UCC or other Signature Law due to the character or intended character of the writings.

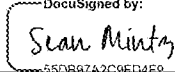
SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK. The other terms of Sections 7.14 through 7.16 of the Security Agreement with respect to submission to jurisdiction, venue, waiver of jury trial and consent to service of process are incorporated herein by reference, mutatis mutandis, and the parties hereto agree to such terms.

SECTION 7. Recordation. Each Grantor authorizes and requests that the USPTO or any other applicable Governmental Authority record this Trademark Security Agreement

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

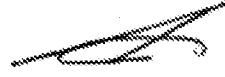
BEHAVIORAL HEALTH OF THE PALM
BEACHES, LLC,
WILKES-BARRE TREATMENT, LLC, and
BANYAN TREATMENT AND RECOVERY, LLC

By:  _____
Name: Sean Mintz
Title: Chief Financial Officer

COLLATERAL AGENT:

COMPUTERSHARE TRUST COMPANY, N.A.

By:



Name: Michael Pinzon
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK REGISTRATIONS:

Trademark	Registration No.	Registration Date	Owner
BEHAVIORAL HEALTH OF THE PALM BEACHES	6,193,031	November 10, 2020	Behavioral Health of the Palm Beaches, LLC
SEASIDE PALM BEACH	5,500,519	June 26, 2018	Behavioral Health of the Palm Beaches, LLC
SEASIDE PALM BEACH	3,960,028	May 10, 2011	Behavioral Health of the Palm Beaches, LLC
CLEARBROOK	6,074,212	June 9, 2020	Wilkes-Barre Treatment, LLC
BANYAN TREATMENT	6,522,999	October 19, 2021	Banyan Treatment and Recovery, LLC
BANYAN TREATMENT	6,466,481	August 31, 2021	Banyan Treatment and Recovery, LLC
RECOVERY CENTER FOR WOMEN OF THE PALM BEACHES	5,080,716	November 15, 2016	Behavioral Health of the Palm Beaches, LLC
RECOVERY CENTER FOR MEN OF THE PALM BEACHES	5,094,169	December 6, 2016	Behavioral Health of the Palm Beaches, LLC
MHR MENTAL HEALTH REHAB OF THE PALM BEACHES	5,080,717	November 15, 2016	Behavioral Health of the Palm Beaches, LLC

UNITED STATES TRADEMARK APPLICATIONS:

Title	Application No.	Application Date	Owner
NOURISH IN RECOVERY	97/643,084	October 21, 2022	Banyan Treatment and Recovery, LLC