

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM835306

| | | | |
|---|---|---------------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Meridian Behavioral Health LLC | | 08/28/2023 | Limited Liability Company: DELAWARE |
| Beauterre Recovery Institute LLC | | 08/23/2023 | Limited Liability Company: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Oaktree Fund Administration, LLC | | |
| Street Address: | 1301 Avenue of the Americas, 34th Floor | | |
| City: | New York | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10019 | | |
| Entity Type: | Limited Liability Company: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3970552 | TAPESTRY | |
| Registration Number: | 4003923 | TAPESTRY WOMENS WELLNESS CENTER | |
| Registration Number: | 4017153 | WITH CHANGE COMES CLARITY | |
| Registration Number: | 4882724 | BEAUTERRE | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | 3122585600 | | |
| <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: | 312.258.5974 | | |
| Email: | TMDocket@afslaw.com | | |
| Correspondent Name: | Peter Butler | | |
| Address Line 1: | 233 South Wacker Drive, Suite 7100 | | |
| Address Line 4: | Chicago, ILLINOIS 60606 | | |
| ATTORNEY DOCKET NUMBER: | 431158.00000 | | |
| NAME OF SUBMITTER: | Peter Butler | | |
| SIGNATURE: | /Peter Butler/ | | |
| DATE SIGNED: | 08/29/2023 | | |

OP \$115.00 3970552

Total Attachments: 7

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TRAEDMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of August 28, 2023, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Oaktree Fund Administration, LLC, as agent (in such capacity, together with its successors and permitted assigns, the “Agent”) for the Lenders (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of August 28, 2023 (as the same may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Meridian Behavioral Health LLC, a Delaware limited liability company (“Borrower”), MBH Operations, LLC, a Delaware limited liability company (“Holdings”), the other Guarantors from time to time party hereto, Oaktree Mezzanine Fund IV, L.P. (“Oaktree”), GMB Mezzanine Capital III, L.P. (“GMB”), and Oaktree Fund Administration, LLC (in its individual capacity, “Agent”), as Agent for the Lenders, the Lenders 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 (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date with the Credit Agreement in favor of the Agent (as the same may be amended, restated, amended and restated, supplemented 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, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent 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 with the 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 such Grantor, hereby pledges to the Agent for the benefit of the Secured Parties, and grants to the

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 such Grantor, but excluding all Excluded Property (the "Trademark Collateral"):

(a) all of its Trademarks (as defined in the Credit Agreement) (but excluding any intent-to-use trademark application prior to the filing and acceptance of a "Statement of Use" or "Amendment to Alleged Use" with respect thereto), 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 the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the 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. In the event of any conflict between this Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

SECTION 4. GRANTOR REMAINS LIABLE.

Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks subject to a security interest hereunder.

SECTION 5. TERMINATION.

This Trademark Security Agreement shall terminate and the Lien on the security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations (other than any outstanding indemnification obligations) and cash collateralization of Letters of Credit. Upon the termination of this Trademark Security Agreement, the Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the

Grantors to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

SECTION 6. 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 signature page of this Agreement by facsimile transmission or Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

SECTION 7. GOVERNING LAW.

The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Security Agreement, including, its validity, interpretation, construction, performance and enforcement (including, any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]

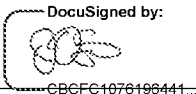
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

BEAUTERRE RECOVERY INSTITUTE LLC, as
Grantor

By:  _____
Name: Jesse Serventi
Title: Authorized Person

MERIDIAN BEHAVIORAL HEALTH LLC, as
Grantor

By:  _____
Name: Jesse Serventi
Title: Authorized Person

Acknowledged and Agreed as of the
date first above written:

OAKTREE FUND ADMINISTRATION, LLC, as Agent

By: Oaktree Capital Management, L.P.
Its: Managing Member


By: Christina Lee
Name: Christina Lee
Title: Managing Director

By: Zoe Rosenthal
Name: Zoe Rosenthal
Title: Vice President

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

1. REGISTERED TRADEMARKS

| TRADEMARK | SERIAL/REGISTRATION NUMBER | REGISTRATION DATE | RECORD OWNER |
|--|-----------------------------|-------------------|--|
| BEAUTERRE | SN: 86421309 | JANUARY 5, 2016 | Beauterre Recovery Institute LLC |
| TAPESTRY | RN: 3970552 SN: 85149651 | MAY 31, 2011 | Meridian Behavioral Health LLC |
| TAPESTRY WOMENS WELLNESS CENTER and Design  | RN: 4003923 SN: 85149613 | JULY 26, 2011 | Meridian Behavioral Health LLC |
| WITH CHANGE COMES CLARITY | RN: 4017153 SN: 85149647 | AUGUST 23, 2011 | Meridian Behavioral Health LLC |

2. TRADEMARK APPLICATIONS

None.