

TRADEMARK ASSIGNMENT COVER SHEET

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Stylesheet Version v1.2

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SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL
RESUBMIT DOCUMENT ID:	900506912

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Ashred Holding LLC		05/17/2017	Limited Liability Company: NORTH CAROLINA
Red Oak Recovery, LLC		05/17/2017	Limited Liability Company: NORTH CAROLINA
The Willows at Red Oak Recovery, LLC		05/17/2017	Limited Liability Company: NORTH CAROLINA
Jack Kline		05/17/2017	INDIVIDUAL:
Stephen Hall		05/17/2017	INDIVIDUAL:

RECEIVING PARTY DATA

Name:	Bradford Health Services, LLC
Street Address:	2101 Magnolia Avenue South
Internal Address:	Suite 518
City:	Birmingham
State/Country:	ALABAMA
Postal Code:	35205
Entity Type:	Limited Liability Company: DELAWARE

PROPERTY NUMBERS Total: 4

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

CORRESPONDENCE DATA

Fax Number: 2052445714

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: 205-458-5284

Email: ivincent@burr.com

Correspondent Name: India E. Vincent

Address Line 1: 420 20th Street North

TRADEMARK

Address Line 2: Suite 3400
Address Line 4: Birmingham, ALABAMA 35203

ATTORNEY DOCKET NUMBER: 0016286

NAME OF SUBMITTER: India E. Vincent

SIGNATURE: /India E. Vincent/

DATE SIGNED: 07/29/2019

Total Attachments: 16

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PURCHASE AGREEMENT

by and among

ASHRED HOLDING LLC

RED OAK RECOVERY, LLC

THE WILLOWS AT RED OAK RECOVERY, LLC

BRADFORD HEALTH SERVICES, LLC, as the Buyer,

STEPHEN HALL

JACK KLINE

and

JACK KLINE, in his capacity as the Sellers Representative

Dated as of May 17, 2017

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APPENDICES, EXHIBITS AND SCHEDULES

APPENDICES

Appendix A – Definitions

EXHIBITS

Exhibit A – Escrow Agreement

SCHEDULES

Schedule 3.4(a) – Seller Regulatory Approvals
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Schedule E	–	Intellectual Property Rights
Schedule F	–	Sellers Pro Rata Share
Schedule G	–	Material Consents

PURCHASE AGREEMENT, dated as of May 17, 2017 (as it may be amended or supplemented from time to time in accordance with the terms hereof, this "Agreement"), by and among Bradford Health Services, LLC, a limited liability company organized under the Laws of the State of Delaware (the "Buyer"), Ashred Holding LLC, a limited liability company organized under the Laws of the State of North Carolina ("Seller HoldCo"), Red Oak Recovery, LLC, a limited liability company organized under the Laws of the State of North Carolina ("Red Oak"), The Willows at Red Oak Recovery, LLC, a limited liability company organized under the Laws of the State of North Carolina ("Willows", together with Red Oak, and each of their respective Subsidiaries, the "Purchased Companies" and each a "Purchased Company"), Jack Kline, an individual ("Kline"), Stephen Hall, an individual ("Hall", and together with Seller HoldCo and Kline, each, a "Seller" and collectively, the "Sellers"), and Jack Kline, in his capacity as the Sellers' representative hereunder (the "Sellers Representative").

WITNESSETH:

WHEREAS, the Kline and Hall collectively own 100% of the outstanding Equity Interests of the Seller HoldCo, and the Seller HoldCo owns 100% of the Equity Interests of each of the Purchased Companies;

WHEREAS, the Purchased Companies are in the business of owning and/or operating substance abuse treatment and recovery centers and the Buyer desires to acquire such business;

WHEREAS, as of the date hereof, Seller HoldCo has executed a Rollover Subscription Agreement pursuant to which Seller HoldCo has agreed, on the terms and conditions set forth therein, to contribute to Bradford Health Partners, LLC, a Delaware limited liability company ("New Issuer") all of Seller HoldCo's Rollover Interests free and clear of all Liens, immediately prior to the Closing in exchange for Equity Interests in New Issuer;

WHEREAS, as of the date hereof, the Purchased Companies, Willows Properties LLC, a Tennessee limited liability company ("Willows Properties"), Asheville Healthcare Property LLC, a Tennessee limited liability company ("Asheville Properties", and together with Willows Properties, each a "Real Estate HoldCo", and collectively the "Real Estate HoldCos") and Buyer have executed the Real Property Lease and Option Agreements.

NOW, THEREFORE, in consideration of the premises and the mutual representations, warranties, covenants and undertakings contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

ARTICLE I

DEFINITIONS; INTERPRETATION

Section 1.1 Definitions Generally. Defined terms in this Agreement and in the Appendices and Schedules to this Agreement, which may be identified by the capitalization of the first letter of each principal word thereof, have the meanings assigned to them in Appendix A to this Agreement. Other terms may be defined elsewhere in the text of this Agreement and,

unless otherwise indicated, shall have such meaning throughout this Agreement and the Appendices and Schedules hereto.

Section 1.2 Interpretation Generally. Unless the express context otherwise requires:

(a) the words “hereof,” “herein,” and “hereunder” and words of similar import, when used in this Agreement, shall refer to this Agreement as a whole and not to any particular provision of this Agreement;

(b) the terms defined in the singular have a comparable meaning when used in the plural, and vice versa;

(c) references herein to a specific Article, Section, Subsection or Schedule shall refer, respectively, to Articles, Sections, Subsections or Schedules of this Agreement;

(d) wherever the word “include,” “includes,” or “including” is used in this Agreement, it shall be deemed to be followed by the words “without limitation;”

(e) references herein to any gender includes each other gender;

(f) the word “or” shall be inclusive and not exclusive (for example, the phrase “A or B” means “A or B or both,” not “either A or B but not both”), unless used in conjunction with “either” or the like;

(g) each reference to “days” shall be to calendar days;

(h) each reference to any Contract shall be to such Contract as amended, supplemented, waived or otherwise modified from time to time, subject to the limitations on such amendments or modifications set forth herein;

(i) each reference to a Law is to it as in effect at the time in question and, as applicable, is to corresponding provisions of successor Laws;

(j) any payments made from the Buyer to the Sellers Representative shall be deemed to be a payment made by the Buyer to the Sellers, and shall be deemed to satisfy the corresponding obligation of the Buyer;

(k) accounting terms which are not otherwise defined in this Agreement, or any Appendix or Schedule hereto, shall have the meanings given to them under GAAP; and

(l) “made available”, “furnished” or “provided” shall, in the case of items stated in Article III to have been made available, furnished or provided to the Buyer, mean only those documents (i) available in the Purchased Companies’ Project Panther electronic data room located at <https://bridgecapitalassociates.securevdr.com> maintained in connection with the transactions contemplated by this Agreement (the “Data Room”) as of twenty-four (24) hours prior to the signing of this Agreement (and continuously available in such Data Room through the date hereof); or (ii) transmitted or delivered by any Seller, any Purchased Company or any of

their Representatives by e-mail (including by .pdf, .jpeg or other similar formats) to the Buyer at least twenty-four (24) hours prior to the signing of this Agreement.

ARTICLE II

THE TRANSACTION

Section 2.1 Purchase. On the terms and subject to the conditions set forth in this Agreement, at the Closing Seller HoldCo shall transfer, assign and sell to the Buyer, and the Buyer shall purchase from Seller HoldCo, Seller HoldCo's entire right, title and interest in and to the Equity Interests of the Purchased Companies held by Seller HoldCo set forth on Schedule D (the "Transferred Securities"), free and clear of all Liens. For the avoidance of doubt, the Transferred Securities shall constitute all of the issued and outstanding Equity Interests of the Purchased Companies other than the Rollover Interests.

Section 2.2 Purchase Price. The purchase price for the Transferred Securities shall be an amount in Dollars equal to [REDACTED] (the "Base Closing Cash Amount") plus or minus the adjustments thereto in accordance with Section 2.3 or Section 2.7 (as so adjusted, the "Purchase Price"), plus (b) the Deferred Consideration Payment, paid in accordance with the terms and conditions of Section 2.9, plus (c) the Earnout Payments, paid in accordance with the terms and conditions of Section 2.10.

Section 2.3 Closing Date Payment Amount. On or prior to the third (3rd) Business Day prior to the Closing Date, the Sellers Representative shall cause to be prepared and delivered to the Buyer a statement setting forth the Sellers Representatives' good faith estimate of the Net Working Capital as of 11:59 p.m., Eastern time, on the day immediately preceding the Closing Date (the "Estimated Net Working Capital"), the Transaction Related Expenses of the Purchased Companies to the extent unpaid as of immediately prior to the Closing (the "Estimated Transaction Related Expenses"), the Net Funded Indebtedness (the "Estimated Net Funded Indebtedness") and the components thereof, along with reasonable supporting and back-up document related thereto. The Estimated Net Working Capital shall be prepared and calculated in the manner and on a basis consistent with the Accounting Principles and the definition of "Net Working Capital" set forth on Schedule A, and the Estimated Transaction Related Expenses and Estimated Net Funded Indebtedness shall be prepared and calculated in accordance with the definitions thereof. After the delivery of such statement, the Sellers Representative shall, and shall cause each Purchased Company to, provide to the Buyer reasonable access to the Purchased Companies' Books and Records and personnel to the extent related to the preparation of such statement and necessary for the Buyer to review such statement, and the Sellers, the Purchased Companies and Sellers Representative shall consider in good faith any comments that the Buyer shall communicate to the Sellers Representative regarding such statement, and make any changes to such statement to the extent reasonably requested by the Buyer. If the Estimated Net Working Capital is greater than the Target Net Working Capital, such excess amount shall be the "Estimated Net Working Capital Excess Amount." If the Estimated Net Working Capital is less than the Target Net Working Capital, the difference shall be the "Estimated Net Working Capital Deficiency Amount." The amount payable by the Buyer to the Seller HoldCo (or its designee) at the Closing shall be an amount (the "Closing Date Payment Amount") in Dollars equal to (i) the Base Closing Cash Amount plus (ii) the Estimated Net Working Capital Excess Amount, if

Company) pursuant to the Credit Agreement or any ancillary agreements executed in connection therewith.

Section 11.17 Data Room. Sellers and the Purchased Companies shall provide to the Buyer a hard disk copy of the Data Room no later than three Business Days following the Closing Date.

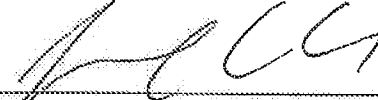
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IN WITNESS WHEREOF, the parties have executed or caused this Agreement to be executed as of the date first written above.

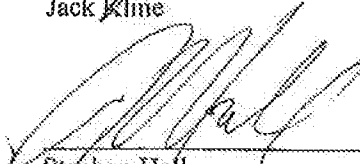
BRADFORD HEALTH SERVICES, LLC

By: 
Name: W. Clayton Simmons
Title: Chief Executive Officer

SELLERS:

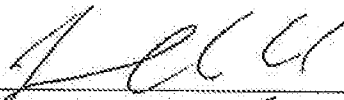


Jack Kline



Stephen Hall

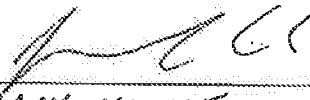
ASHRED HOLDING LLC

By: 

Name: JACK KLINE
Title: CEO

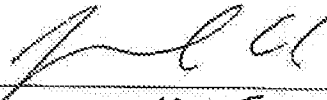
PURCHASED COMPANIES:

RED OAK RECOVERY, LLC

By: 

Name: JACK KLINE
Title: CEO

THE WILLOWS AT RED OAK RECOVERY,
LLC

By: 

Name: JACK KLINE
Title: CEO

SELLERS REPRESENTATIVE:



Jack Kline, as Sellers Representative

DISCLOSURE SCHEDULES

These disclosure schedules (these “Disclosure Schedules”) are prepared and delivered by Ashred Holding LLC, a North Carolina limited liability company (“Seller HoldCo”), Red Oak Recovery, LLC, a North Carolina limited liability company (“Red Oak”), and The Willows at Red Oak Recovery, LLC, a North Carolina limited liability company (“Willows” and together with Red Oak, the “Purchased Companies”), Jack Kline (“Kline”) and Steve Hall (“Hall”, and collectively with Seller HoldCo and Kline, the “Sellers”), pursuant to that certain Purchase Agreement (the “Agreement”), dated as of May 17, 2017, entered into by and among Bradford Health Services, LLC, a Delaware limited liability company (the “Buyer”), the Sellers, the Purchased Companies, and Kline in his capacity as the Sellers Representative.

Capitalized terms used herein, unless otherwise defined herein, shall have the meanings ascribed to them in the Agreement. Nothing in these Schedules will be deemed adequate to disclose an exception to a representation or warranty made in Article III of the Agreement unless the applicable Schedule identifies the exception with particularity and describes the relevant facts in reasonable detail. The section headings in the Schedules are for convenience of reference only and shall not be deemed to alter or affect the meaning or interpretation of any information disclosed herein or in any provision of the Agreement. All attachments to the Schedules are incorporated by reference into the Schedule in which they are directly or indirectly referenced. The information contained in the Schedules is in all events subject to Section 5.4 of the Agreement.

Schedule 3.10(a)(i) Company Intellectual Property Rights.

Copyright Registrations.

None.

Trademark Registrations.

Mark	App. No.	App. Date	Reg. No.	Reg. Date	Goods/ Services	Claimed First Use Date
RED OAK RECOVERY (Standard Character Mark)	86/773,094	September 30, 2015	4,964,080	May 24, 2016	Class 44	January 30, 2014
THE WILLOWS at RED OAK RECOVERY (Standard Character Mark)	86/773,103	September 30, 2015	5,033,137	August 30, 2016	Class 44	October 1, 2015
RED OAK RECOVERY & Design	86/898,608	February 5, 2016	5,058,169	October 11, 2016	Class 44	September 30, 2015
THE WILLOWS at RED OAK RECOVERY & Design	86/898,635	February 5, 2016	5,106,496	December 20, 2016	Class 44	June 16, 2016

Patents.

None.

Domain Names

redoakrecovery.com
redoakrecovery.org
redoakrecovery.net
willowsatredoakrecovery.com
willowsatredoakrecovery.org
willowsatredoakrecovery.net
thewillowsatredoakrecovery.com
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