

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM599201

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
New Beginnings Minnesota, LLC		10/20/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BMO Harris Bank N.A., as Agent		
<b>Street Address:</b>	111 West Monroe Street		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60603		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4763620	NEW BEGINNINGS MINNESOTA QUALITY TREATME	
<b>Registration Number:</b>	4613248	NEW BEGINNINGS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<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>			
<b>Phone:</b>	312-835-1510		
<b>Email:</b>	alanna.jackson@wolterskluwer.com		
<b>Correspondent Name:</b>	CT Corporation		
<b>Address Line 1:</b>	208 South LaSalle Street		
<b>Address Line 2:</b>	Suite 814		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60604		
<b>NAME OF SUBMITTER:</b>	Gregory T. Pealer		
<b>SIGNATURE:</b>	/Gregory T. Pealer/		
<b>DATE SIGNED:</b>	09/23/2020		
<b>Total Attachments: 7</b>			
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### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

New Beginnings Minnesota, LLC

- Individual(s)
- Partnership
- Corporation- State: \_\_\_\_\_
- Other Limited Liability Company
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) October 20, 2017

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: BMO Harris Bank N.A., as Agent

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois

Country: \_\_\_\_\_ Zip: 60603

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship \_\_\_\_\_
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) Text

None

B. Trademark Registration No.(s)

See Schedule I attached hereto.

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Gregory T. Pealer, Senior Paralegal

Internal Address: Chapman and Cutler LLP

Street Address: 111 West Monroe Street

City: Chicago

State: Illinois Zip: 60603

Phone Number: 312-845-5132

Docket Number: 4192522

Email Address:

**6. Total number of applications and registrations involved:**

2

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

9. Signature:  for Chapman and Cutler LLP

September 23, 2020

Signature

Date

Gregory T. Pealer, Senior Paralegal

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of October 20, 2017, is made by the entity listed on the signature pages hereof (the “*Grantor*”), in favor of BMO Harris Bank N.A. (“*BMO*”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “*Agent*”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 13, 2015 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), among MBH Intermediate Holdings, LLC, a Delaware limited liability company (whose obligations under the Credit Agreement were immediately assumed by Meridian Behavioral Health LLC, a Delaware limited liability company, immediately following the initial Borrowing (as defined in the Credit Agreement) thereunder and the consummation of the Meridian Acquisition (as defined in the Credit Agreement)), the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and BMO, as Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor 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, 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, the Grantor is a party to the Guaranty and Security Agreement pursuant to which the 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 L/C Issuers to continue to provide their respective extensions of credit to the Borrower thereunder, the 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.

The 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 the 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 the 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 the 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.

The Grantor hereby agrees that, anything herein to the contrary notwithstanding, but subject to the terms of the Guaranty and Security Agreement, the 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 Grantor 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.

SECTION 7. GOVERNING LAW.

This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the 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,

NEW BEGINNINGS MINNESOTA, LLC, as  
Grantor

By: Paula Nelson

Name: Paula Nelson

Title: Chief Financial Officer and Secretary

Acknowledged and Agreed as of the  
date first above written:

BMO HARRIS BANK N.A., as Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007059 FRAME: 0881**

IN WITNESS WHEREOF, the 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,

NEW BEGINNINGS MINNESOTA, LLC, as  
Grantor

By: \_\_\_\_\_  
Name: Paula Nelson  
Title: Chief Financial Officer and Secretary

Acknowledged and Agreed as of the  
date first above written:

BMO HARRIS BANK N.A., as Agent

By:                     *J. M. S. H.*                      
Name:                     *Joshua M. Selt*                      
Title:                     *Vice President*                    


[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 007059 FRAME: 0882**



**SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS OF NEW BEGINNINGS MINNESOTA, LLC

<b>Trademark</b>	<b>Ser./Reg./App. No.</b>	<b>Grantor</b>
 The logo features the words "New Beginnings" in a cursive script, with "MINNESOTA" in a smaller, sans-serif font below it. Underneath "MINNESOTA" is the Latin phrase "DIVERSITAS FACIT VITAM" in a very small font.	<b>App</b> 86418671 <b>Reg</b> 4763620	New Beginnings Minnesota, LLC
NEW BEGINNINGS	<b>App</b> 86199316 <b>Reg</b> 4613248	New Beginnings Minnesota, LLC