

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM655105

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
DISCOVERY PRACTICE MANAGEMENT, INC.		06/21/2021	Corporation: CALIFORNIA
CLIFFSIDE MALIBU		06/21/2021	Corporation: CALIFORNIA
SUNSET MALIBU		06/21/2021	Corporation: CALIFORNIA
ACCESS MALIBU		06/21/2021	Corporation: CALIFORNIA

RECEIVING PARTY DATA

Name:	CAPITAL ONE, NATIONAL ASSOCIATION
Street Address:	2 Bethesda Metro Center
Internal Address:	Suite 1000
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	4590595	SUPPORT IN RECOVERY
Registration Number:	4693597	DIETARY SCORE CARD
Registration Number:	4734056	DISCOVERY DIFFERENCE
Registration Number:	4697412	RECOVERY REPORT CARD
Registration Number:	4638323	DISCOVERY CONNECT
Registration Number:	4638324	DISCOVERY IN RECOVERY
Registration Number:	4653940	DISCOVERY TRANSITIONS
Registration Number:	3171045	CENTER FOR DISCOVERY & ADOLESCENT CHANGE
Registration Number:	4496850	CENTER FOR DISCOVERY
Registration Number:	4752261	CENTER FOR DISCOVERY
Registration Number:	6038217	DISCOVERY MOOD & ANXIETY PROGRAM
Registration Number:	6140738	
Registration Number:	3555988	CLIFFSIDE MALIBU
Registration Number:	3559643	SUNSET MALIBU
Registration Number:	5354532	ACCESS MALIBU

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	90342802	REAL LIFE RECOVERY
Serial Number:	88914744	ESTEEM SYSTEM

CORRESPONDENCE DATA

Fax Number: 7045032622
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: 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:	17392.515204
NAME OF SUBMITTER:	Moira Sheehan
SIGNATURE:	/Moira Sheehan/
DATE SIGNED:	06/21/2021

Total Attachments: 5
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of June 21, 2021 (this “**Trademark Security Agreement**”), by DISCOVERY PRACTICE MANAGEMENT, INC., a California corporation (“**DPM**”), CLIFFSIDE MALIBU, a California corporation (“**CM**”), SUNSET MALIBU, a California corporation (“**Sunset**”) and ACCESS MALIBU, a California corporation (“**AM**” and together with DPM, CM and Sunset, each individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of CAPITAL ONE, NATIONAL ASSOCIATION, in its capacity as administrative agent and collateral agent pursuant to the Credit Agreement (as defined in the Security Agreement, defined below) (in such capacity, the “**Administrative Agent**”).

WITNESSETH:

WHEREAS, the Grantors are party to a Security Agreement, dated as of June 21, 2021(as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of the Administrative Agent 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 Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the respective meaning given to them in the Security Agreement and the Credit Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby assigns and pledges to the Administrative Agent, for the benefit of the Secured Parties, and hereby grants to the Administrative Agent for the benefit of the Secured Parties a continuing security interest in all of its right, title and interest in, to and under all the following Collateral (excluding any Excluded Assets) of such Grantor: (a) the Trademarks of such Grantor listed on Schedule I attached hereto, (b) all goodwill connected with the use of and symbolized thereby, (c) all income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder or with respect thereto including damages and payments for past, present or future breach or violations thereof, (d) all rights to sue for past, present and future infringements, dilutions or other violations thereof, and (e) all other rights, priorities, and privileges accruing thereunder or pertaining thereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms of which are incorporated herein by reference. 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.

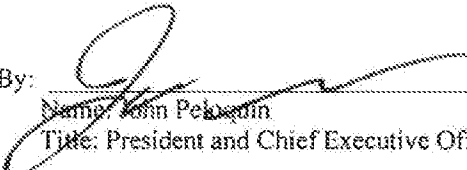
SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Administrative Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. 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. Delivery by telecopier, .pdf or other electronic imaging means of an executed counterpart of a signature page to this Trademark Security Agreement shall be effective as delivery of an original executed counterpart of this Trademark Security Agreement.

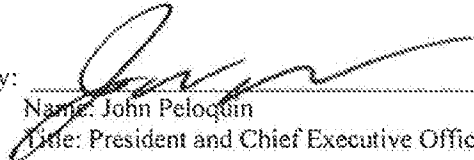
SECTION 6. Governing Law. The terms of Sections 10.15 and 10.16 of the Credit Agreement with respect to governing law, submission of jurisdiction, venue and waiver of jury trial are incorporated herein by reference, *mutatis mutandis*, and the parties hereto agree to such terms.

[Signature pages follow]

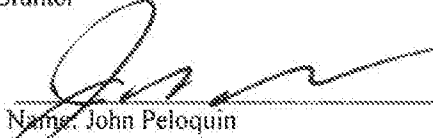
DISCOVERY PRACTICE MANAGEMENT, INC.,
as Grantor

By: 
Name: John Peloquin
Title: President and Chief Executive Officer

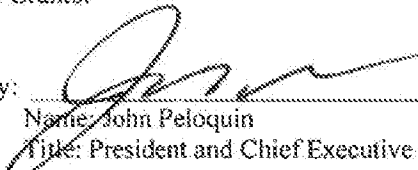
CLIFFSIDE MALIBU
as Grantor

By: 
Name: John Peloquin
Title: President and Chief Executive Officer

SUNSET MALIBU
as Grantor

By: 
Name: John Peloquin
Title: President and Chief Executive Officer

ACCESS MALIBU, INC.
as Grantor

By: 
Name: John Peloquin
Title: President and Chief Executive Officer

{Signature Page to Trademark Security Agreement}

CAPITAL ONE, NATIONAL ASSOCIATION,
as the Administrative Agent

By 

Name: Alaina Powers

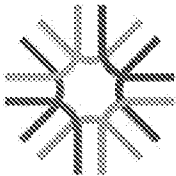
Title: Authorized Signatory

{Signature Page to Trademark Security Agreement}

TRADEMARK
REEL: 007332 FRAME: 0067

Schedule I
Trademark Registrations and Use Applications

Registrations:

Owner	Mark/Name	Registration No.
Discovery Practice Management, Inc.	Support in Recovery	4590595
Discovery Practice Management, Inc.	Dietary Score Card	4693597
Discovery Practice Management, Inc.	Discovery Difference	4734056
Discovery Practice Management, Inc.	Recovery Report Card	4697412
Discovery Practice Management, Inc.	Discovery Connect	4638323
Discovery Practice Management, Inc.	Discovery in Recovery	4638324
Discovery Practice Management, Inc.	Discovery Transitions	4653940
Discovery Practice Management, Inc.	Center for Discovery & Adolescent Change	3171045
Discovery Practice Management, Inc.	Center for Discovery	4496850
Discovery Practice Management, Inc.	Center for Discovery	4752261
Discovery Practice Management, Inc.	DISCOVERY MOOD & ANXIETY PROGRAM	6038217
Discovery Practice Management, Inc.		6140738
Cliffside Malibu	CLIFFSIDE MALIBU	3555988
Sunset Malibu	SUNSET MALIBU	3559643
Access Malibu	ACCESS MALIBU	5354532

Applications:

Owner	Mark/Name	Application No.
Discovery Practice Management, Inc.	REAL LIFE RECOVERY	90342802
Discovery Practice Management, Inc.	DISCOVERY AND MD [black and white logo]	90665927
Discovery Practice Management, Inc.	DISCOVERY AND MD [color logo]	90651905
Discovery Practice Management, Inc.	DISCOVERYMD	90631920
Discovery Practice Management, Inc.	ESTEEM SYSTEM	88914744