

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM766156

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
NORTHPOINT RECOVERY HOLDINGS LLC		11/04/2022	Limited Liability Company: DELAWARE
NORTHPOINT RECOVERY LLC		11/04/2022	Limited Liability Company: IDAHO
ASHWOOD RECOVERY LLC.		11/04/2022	Limited Liability Company: IDAHO
THE EVERGREEN AT NORTHPOINT, LLC		11/04/2022	Limited Liability Company: DELAWARE
NORTHPOINT WASHINGTON, LLC		11/04/2022	Limited Liability Company: DELAWARE
NORTHPOINT COLORADO, LLC		11/04/2022	Limited Liability Company: DELAWARE
NORTHPOINT NEBRASKA, LLC		11/04/2022	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	39200 SIX MILE ROAD		
City:	LIVONIA		
State/Country:	MICHIGAN		
Postal Code:	48152		
Entity Type:	TEXAS BANKING ASSOCIATION: TEXAS		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5568595	ASHWOOD	
Registration Number:	5443238		
Registration Number:	5538877	NORTHPOINT	
Registration Number:	5559171	THE EVERGREEN AT NORTHPOINT	
Registration Number:	5443239	WHAT'S YOUR DAY ONE?	
Serial Number:	88813696	IMAGINE ADOLESCENT TREATMENT SERVICES	
CORRESPONDENCE DATA			
Fax Number:	2028427899		

CH \$165.00 5568595

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: 12027762046
Email: jmfitzpatrick@cooley.com
Correspondent Name: JENNIFER FITZPATRICK
Address Line 1: C/O COOLEY LLP
Address Line 2: 1299 Pennsylvania Avenue, NW, Suite 700
Address Line 4: WASHINGTON, D.C. 20004-2400

ATTORNEY DOCKET NUMBER:	036703-2098
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NAME OF SUBMITTER:	JENNIFER FITZPATRICK
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SIGNATURE:	/JENNIFER FITZPATRICK/
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DATE SIGNED:	11/07/2022
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Total Attachments: 7

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (“Agreement”) is entered into as of November 4, 2022, by and between COMERICA BANK, a Texas Banking Association (“Bank”), NORTHPOINT RECOVERY HOLDINGS LLC, a Delaware limited liability company (“Holdings”), NORTHPOINT RECOVERY LLC, an Idaho limited liability company (“Recovery”), ASHWOOD RECOVERY LLC, an Idaho limited liability company (“Ashwood”), THE EVERGREEN AT NORTHPOINT, LLC, a Delaware limited liability company (“Evergreen”), NORTHPOINT WASHINGTON, LLC, a Delaware limited liability company (“Washington”), NORTHPOINT COLORADO, LLC a Delaware limited liability company (“Colorado”), and NORTHPOINT NEBRASKA, LLC a Delaware limited liability company (“Nebraska”) (Holdings, Recovery, Ashwood, Evergreen, Washington, Colorado and Nebraska are each a “Grantor” and collectively, the “Grantors”; provided that each reference to “Grantor” or the “Grantor” in this Agreement shall mean and refer to each Grantor, individually, and/or to all the Grantors, collectively and in the aggregate, as determined by Bank as the context may require).

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantors (the “Loans”) in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantors dated as of even date hereof (as the same may be amended, modified or supplemented from time to time, the “Loan Agreement”; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantors, but only upon the condition, among others, that each Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of such Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Bank a security interest in all of such Grantor’s right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its Obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantors and Bank, each Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its Obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantors and Bank, each Grantor hereby grants and pledges to Bank a security interest in all of such Grantor’s right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto but excluding intent-to-use trademarks), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, and, as applicable, all re-issues, divisionals, continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies. In the event of any conflict between this Agreement and any other Loan Document, the terms of such other Loan Documents shall control.

Each Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights that are included in the Intellectual Property Collateral in connection to which such Grantor

has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable, as of the date hereof.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

The parties agree that the electronic signature of a party to this Agreement and each related instrument, document and agreement, shall be as valid as an original manually executed signature of such party and shall be effective to bind such party to this Agreement and each related instrument, document and agreement, and that any electronically signed document (including this Agreement and each related instrument, document and agreement) shall be deemed (i) to be "written" or "in writing," and (ii) to have been "signed" or "duly executed". For purposes hereof, "electronic signature" means a manually-signed original signature that is then transmitted by electronic means or a signature through an electronic signature technology platform. Notwithstanding the foregoing, Bank may require original manually executed signatures (and upon Bank's request, each Grantor shall deliver such original manually executed signatures to Bank).

[Signature page follows.]

COPY VIEW

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above. Each Grantor also acknowledges and agrees that such Grantor's electronic signature below indicates such Grantor's agreement to, and intention to be legally bound by, all of the terms and conditions of this Intellectual Property Security Agreement. If the Intellectual Property Security Agreement or any Loan Document has not been duly executed by the parties thereto (other than Bank) within thirty (30) calendar days after the date on which the Loan Documents are circulated for electronic signature, then the Intellectual Property Security Agreement and/or such Loan Document shall be considered null and void. Each Grantor hereby agrees that Bank shall not have any liability of any nature or kind to any a loan party, including, but not limited to a Grantor, in connection with the Intellectual Property Security Agreement and/or such Loan Document being considered null and void pursuant to the prior sentence on account of not being duly executed by the parties thereto (other than Bank) within thirty (30) calendar days after the date on which the Loan Documents are circulated for electronic signature.

GRANTORS:

NORTHPOINT RECOVERY HOLDINGS LLC

NORTHPOINT RECOVERY LLC

DocuSigned by:
By: Kevin Gorman
0408CB854CC64C9...
Name: Kevin Gorman
Title: Chief Financial Officer

DocuSigned by:
By: Kevin Gorman
0408CB854CC64C9...
Name: Kevin Gorman
Title: Chief Financial Officer

ASHWOOD RECOVERY LLC

THE EVERGREEN AT NORTHPOINT, LLC

DocuSigned by:
By: Kevin Gorman
0408CB854CC64C9...
Name: Kevin Gorman
Title: Chief Financial Officer

DocuSigned by:
By: Kevin Gorman
0408CB854CC64C9...
Name: Kevin Gorman
Title: Chief Financial Officer

NORTHPOINT WASHINGTON, LLC

NORTHPOINT COLORADO, LLC

DocuSigned by:
By: Kevin Gorman
0408CB854CC64C9...
Name: Kevin Gorman
Title: Chief Financial Officer

DocuSigned by:
By: Kevin Gorman
0408CB854CC64C9...
Name: Kevin Gorman
Title: Chief Financial Officer

NORTHPOINT NEBRASKA, LLC

DocuSigned by:
By: Kevin Gorman
0408CB854CC64C9...
Name: Kevin Gorman
Title: Chief Financial Officer

Grantors address:

c/o Northpoint Recovery Holdings LLC
1650 S. Topaz Way
Meridian, ID 83642
Attn: Kevin Gorman

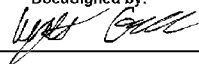
BANK:

COMERICA BANK

Address of Bank:

Comerica Bank
National Documentation Services
39200 Six Mile Rd.
Mail Code 7578
Livonia, MI 48152

By:

DocuSigned by:

26E23888E5544B3...

Name: Wyatt Giddings
Title: Vice President

COPY VIEW

EXHIBIT A

Copyrights

<u>Owner</u>	<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
None.			

COPY VIEW


EXHIBIT B

Patents

<u>Owner</u>	<u>Description</u>	<u>Patent or Application Number</u>	<u>Issue or Application Date</u>
None.			

COPY VIEW

EXHIBIT C**Trademarks**

Owner	Description	Registration or Serial Number	Registration or Application Date
Northpoint Recovery LLC	ASHWOOD	5568595	Sep-25-2018
Northpoint Recovery LLC		5443238	Apr-10-2018
Northpoint Recovery LLC	NORTHPOINT	5538877	Aug-14-2018
Northpoint Recovery LLC	THE EVERGREEN AT NORTHPOINT	5559171	Sep-11-2018
Northpoint Recovery LLC	WHAT'S YOUR DAY ONE?	5443239	Apr-10-2018
Northpoint Recovery Holdings LLC	IMAGINE ADOLESCENT TREATMENT SERVICES	88813696	Feb-27-2020