

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

Assignment ID: TMI59219

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
SEQUENCE:	2		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
U S HealthVest, LLC		02/28/2024	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Company Name:	Capital One, National Association		
Street Address:	2 Bethesda Metro Center, 7th Floor		
City:	Bethesda		
State/Country:	MARYLAND		
Postal Code:	20814		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	4495966	US HEALTHVEST	
Registration Number:	5261691	EXTRA MILE VETERAN CARE	
Registration Number:	5808729	SMOKEY POINT BEHAVIORAL HOSPITAL	
Registration Number:	5822597	EXTRA MILE MILITARY CARE	
Registration Number:	5822598	SILVER OAKS BEHAVIORAL HOSPITAL	
Registration Number:	5992791	SOUTH SOUND BEHAVIORAL HOSPITAL	
CORRESPONDENCE DATA			
Fax Number:	4048814458		
<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:	4048814458		
Email:	elissa.hart@alston.com		
Correspondent Name:	Alston & Bird		
Address Line 1:	1201 W. Peachtree St.		
Address Line 4:	Atlanta, GEORGIA 30309		
ATTORNEY DOCKET NUMBER:	605419		
NAME OF SUBMITTER:	Elissa Hart		
SIGNATURE:	Elissa Hart		

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DATE SIGNED:	02/28/2024
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 28, 2024, is made by U S HealthVest, LLC, a Delaware limited liability company (the “Grantor”), in favor of Capital One, National Association (“Capital One”), as administrative agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of February 28, 2024 (as the same may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the “Credit Agreement”), by and among the Borrowers, the Grantor, as the Borrower Representative, the other Credit Parties, the Lenders and the L/C Issuers from time to time party thereto and Capital One, 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 herewith in favor of Agent (and such agreement may be amended, restated, amended and restated, modified, and/or supplemented from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each 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, the L/C Issuers and Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, the Grantor hereby agrees with Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement and the Credit Agreement, as applicable. If any such capitalized term is defined in both the Guaranty and Security Agreement and the Credit Agreement, the definition in the Guaranty and Security Agreement shall control.

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 mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to 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 (the “Trademark Collateral”):

- (a) all of its Trademarks, 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 or violation impairment thereof.

Notwithstanding the foregoing, no security interest is granted in any “intent-to-use” trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the registrability, validity or enforceability of such applications under applicable law.

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 Agent pursuant to the Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of 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.

Section 4. Grants, Rights and Remedies. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Agent with respect to the Trademark Collateral are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein. In the event of any conflict or inconsistency between this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 5. 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.

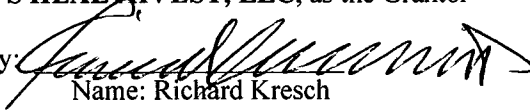
Section 6. Governing Law. The laws of the State of New York shall govern all matters arising out of, in connection with or relating to this Trademark Agreement, including its validity, interpretation, construction, performance or enforcement (including any claims sounding in contract or tort law arising out of the subject matter hereof and any determinations with respect to post-judgment interest).

[SIGNATURE PAGES FOLLOW]

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.

U S HEALTHVEST, LLC, as the Grantor

By:

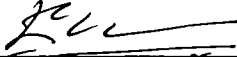


Name: Richard Kresch

Title: President and CEO

ACCEPTED AND AGREED
as of the date first above written:

CAPITAL ONE, NATIONAL ASSOCIATION
as Agent

By: 
Name: Esha Shah
Title: Duly Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark	Country	Registration No./ Serial No.	Filing Date	Registration Date	Owner
US HEALTHVEST	United States	RN: 4495966 SN: 85802773	Dec. 14, 2012	Mar. 11, 2014	U S HEALTHVEST, LLC (Delaware LLC)
EXTRA MILE VETERAN CARE	United States	RN: 5261691 SN: 86756003	Sep. 14, 2015	Aug. 8, 2017	U S HEALTHVEST, LLC (Delaware LLC)
SMOKEY POINT BEHAVIORAL HOSPITAL	United States	RN: 5808729 SN: 87778242	Jan. 31, 2018	Jul. 16, 2019	US Healthvest, LLC (Delaware LLC)
EXTRA MILE MILITARY CARE	United States	RN: 5822597 SN: 87778224	Jan. 31, 2018	Jul. 30, 2019	US Healthvest, LLC (Delaware LLC)
SILVER OAKS BEHAVIORAL HOSPITAL	United States	RN: 5822598 SN: 87778227	Jan. 31, 2018	Jul. 30, 2019	US Healthvest, LLC (Delaware LLC)
SOUTH SOUND BEHAVIORAL HOSPITAL	United States	RN: 5992791 SN: 87778231	Jan. 31, 2018	Feb. 18, 2020	US Healthvest, LLC (Delaware LLC)