

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment for Security

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Hythiam, Inc.		01/18/2007	CORPORATION:

RECEIVING PARTY DATA

Name:	Highbridge International LLC, as agent c/o Highbridge Capital Management, LLC
Street Address:	9 West 57th Street
Internal Address:	27th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	LIMITED LIABILITY COMPANY:

PROPERTY NUMBERS Total: 21

Property Type	Number	Word Mark
Serial Number:	78684189	PROMETA PROTOCOLS
Serial Number:	78684198	PROMETA TREATMENT PROTOCOLS
Serial Number:	78848447	PROMETA
Serial Number:	78741657	DEPENDENCE WWW.ENDDEPENDENCE.ORG
Serial Number:	78746566	PROMETA TREATMENT
Serial Number:	78684186	PROMETA PROTOCOL
Registration Number:	3070980	HANDS PROTOCOLS
Registration Number:	2966415	HANDS
Registration Number:	3184960	PROMETA CENTER
Serial Number:	78700213	THE SCIENCE OF RECOVERY
Serial Number:	78684193	PROMETA TREATMENT PROTOCOL
Registration Number:	2966413	HYTHIAM
Serial Number:	78282623	FIT

CH \$540.00 78684189

Registration Number:	2939873	HANDS TREATMENT PROTOCOL
Serial Number:	78282622	NARS
Serial Number:	78715681	PROMETA CENTERS
Registration Number:	3143625	PROMETA
Registration Number:	3068277	HANDS PROTOCOL
Registration Number:	3070977	HANDS
Registration Number:	2966414	HYTHIAM
Registration Number:	2959450	THE HANDS PATIENT PROTOCOL

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-756-2494
Email: watt.wanapha@srz.com
Correspondent Name: Watt Wanapha
Address Line 1: 919 Third Avenue
Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	041584.0137
NAME OF SUBMITTER:	Watt Wanapha (041584.0137)
Signature:	/kc for ww/
Date:	01/30/2007

Total Attachments: 6
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source=Hythium Inc. Trademark Assignment#page2.tif
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ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, Hythiam, Inc. (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into a Security Agreement, dated as of January 18, 2007 (as amended, restated, supplemented or as otherwise modified or replaced from time to time, the "Security Agreement"), in favor Highbridge International LLC as collateral agent for certain purchasers (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the Buyers (as defined in the Security Agreement) a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Trademark Collateral"), to secure the payment, performance and observance of the "Obligations" (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the Buyers a continuing security interest in the Trademark Collateral to secure the prompt payment, performance and for the benefit of the Buyers observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Remainder of the page intentionally left blank.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of January 18, 2007

HYTHIAM, INC.

By: Chuck Timpe
Name: CHUCK TIMPE
Title: CHIEF FINANCIAL OFFICER

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of LOS ANGELES

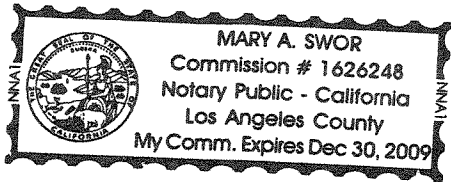
On JANUARY 18, 2007 before me, MARY A. SWOR, NOTARY PUBLIC
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared CHUCK TIMPE
Name(s) of Signer(s)

personally known to me *ms.*

(or proved to me on the basis of satisfactory evidence)

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. *ms.*



Place Notary Seal Above

WITNESS my hand and official seal.

Mary A Swor
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

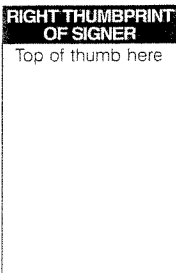
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

Mark	Serial/Reg. No.	Appl./Reg. Date	Status	Owner
PROMETA PROTOCOLS	78/684,189	08/02/2005	Published - ITU	Hythiam, Inc.
PROMETA TREATMENT PROTOCOLS	78/684,198	08/02/2005	Published - ITU	Hythiam, Inc.
PROMETA	78/848,447	03/28/2006	Published	Hythiam, Inc.
DEPENDENCE WWW.ENDDEPENDENCE.ORG	78/741/657	10/27/2006	Published - ITU	Hythiam, Inc.
PROMETA TREATMENT	78/746,566	11/03/2005	Published - ITU	Hythiam, Inc.
PROMETA PROTOCOL	78/684,186	08/02/2005	Published - ITU	Hythiam, Inc.
PROMETA PROTOCOLS	78/746,566	08/02/2005	Published - ITU (NOA issued)	Hythiam, Inc. (error in name)
HANDS PROTOCOLS	3,070,980	03/21/2006	Registered	Hythiam, Inc.
HANDS	2,966,415	07/12/2005	Registered	Hythiam, Inc.
PROMETA CENTER	3,184,960	12/12/2006	Registered	Hythiam, Inc.
THE SCIENCE OF RECOVERY	78/700,213	08/25/2005	Published	Hythiam, Inc.
PROMETA TREATMENT PROTOCOL	78/684,193	08/02/2005	Published - ITU	Hythiam, Inc.
HYTHIAM	2,966,413	07/12/2005	Registered	Hythiam, Inc.
FIT	78/282,623	08/03/2003	Abandoned -	Hythiam,

Mark	Serial/Reg. No.	Appln./Reg. Date	Status	Owner
			ITU	Inc.
HANDS TREATMENT PROTOCOL	2,939,873	04/12/2005	Registered	Hythiam, Inc.
NARS	78/282,622	08/03/2003	Abandoned - ITU	Hythiam, Inc.
PROMETA CENTERS	78/715,681	09/19/2005	Published - ITU	Hythiam, Inc.
PROMETA	3,143,625	09/12/2006	Registered	Hythiam, Inc.
HANDS PROTOCOL	3,068,277	03/14/2006	Registered	Hythiam, Inc.
HANDS	3,070,977	03/21/2006	Registered	Hythiam, Inc.
HYTHIAM	2,966,414	07/12/2005	Registered	Hythiam, Inc.
THE HANDS PATIENT PROTOCOL	2,959,450	06/07/2005	Registered	Hythiam, Inc.