

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM300037

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Second Lien Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CRC Health Group, Inc.		03/28/2014	CORPORATION: DELAWARE
CRC Health Corporation		03/28/2014	CORPORATION: DELAWARE
Sierra Tucson, Inc.		03/28/2014	CORPORATION: DELAWARE
Aspen Education Group, Inc.		03/28/2014	CORPORATION: CALIFORNIA
Mount Bachelor Educational Center, Inc.		03/28/2014	CORPORATION: OREGON

**RECEIVING PARTY DATA**

<b>Name:</b>	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
<b>Street Address:</b>	Eleven Madison Avenue, 23rd Floor
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10010
<b>Entity Type:</b>	Bank: UNITED STATES

**PROPERTY NUMBERS Total: 33**

Property Type	Number	Word Mark
<b>Registration Number:</b>	3449313	BAYSIDE MARIN
<b>Registration Number:</b>	3599092	CATS
<b>Registration Number:</b>	4189842	CENTER FOR HOPE OF THE SIERRAS
<b>Registration Number:</b>	2808348	CRC HEALTH GROUP
<b>Registration Number:</b>	4376611	LIFE HEALING CENTER
<b>Registration Number:</b>	2032002	LIFESTEPS: A JOURNEY TOWARDS EMOTIONAL G
<b>Registration Number:</b>	1716808	SIERRA MODEL
<b>Registration Number:</b>	1619106	SIERRA TUCSON
<b>Registration Number:</b>	1617190	SIERRA TUCSON
<b>Registration Number:</b>	1743704	SIERRA TUCSON
<b>Registration Number:</b>	1615205	SIERRA TUCSON
<b>Registration Number:</b>	4117150	SOBER LIVING BY THE SEA
<b>Registration Number:</b>	4375879	STARLITE RECOVERY CENTER
<b>Registration Number:</b>	1111508	STRUCTURE HOUSE
<b>Registration Number:</b>	2855668	TEENGETGOING

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3453001	WELLNESS RESOURCE CENTER
Registration Number:	3086812	ADIRONDACK LEADERSHIP EXPEDITIONS
Registration Number:	3759683	ASPEN INSTITUTE FOR BEHAVIORAL ASSESSMEN
Registration Number:	2906435	COPPER CANYON ACADEMY
Registration Number:	3272171	FOUR CIRCLES RECOVERY CENTER
Registration Number:	3205072	ISLAND VIEW
Registration Number:	3452062	PARENTCHECKIN
Registration Number:	2869482	PINE RIDGE ACADEMY
Registration Number:	2831912	STONE MOUNTAIN SCHOOL
Registration Number:	2563095	SUWS
Registration Number:	2771761	SUWS
Registration Number:	2869481	TURN ABOUT RANCH
Registration Number:	4208564	YOUTH CARE
Registration Number:	3140273	SUMMERS THAT CHANGE LIVES
Registration Number:	3239091	A
Serial Number:	85638947	ARC
Serial Number:	85942531	CENTER FOR HOPE
Serial Number:	85868996	CRC

**CORRESPONDENCE DATA**

**Fax Number:**

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

**Email:** marina.kelly@thomsonreuters.com

**Correspondent Name:** Elaine Carrera, Legal Assistant

**Address Line 1:** 80 Pine Street

**Address Line 2:** c/o Cahill Gordon & Reindel LLP

**Address Line 4:** New York, NEW YORK 10005

<b>NAME OF SUBMITTER:</b>	Elaine Carrera, Legal Assistant
<b>SIGNATURE:</b>	/Marina Kelly, Thomson Reuters /
<b>DATE SIGNED:</b>	04/02/2014

**Total Attachments: 16**

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## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 28, 2014, made by CRC Health Group, Inc., a Delaware corporation, CRC Health Corporation, a Delaware corporation, Aspen Education Group, Inc., a California corporation, Sierra Tucson Inc., a Delaware corporation and Mount Bachelor Educational Center, Inc., an Oregon corporation (each a "**Grantor**" and together, the "**Grantors**"), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as Collateral Agent (as defined in the Credit Agreement referred to below).

Reference is made to the Second Lien Credit Agreement, dated as of March 28, 2014 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among CRC Health Corporation, a Delaware corporation (the "**Borrower**"), CRC Health Group, Inc., a Delaware corporation ("**Holdings**"), the Lenders from time to time party thereto, Credit Suisse AG, Cayman Islands Branch, as Administrative Agent (in such capacity, the "**Administrative Agent**"), Credit Suisse Securities (USA) LLC and Citigroup Global Markets Inc., as Joint Lead Arrangers and Joint Bookrunners and the other agents and parties party thereto.

WHEREAS, the Grantors are party to a Security Agreement, dated as of March 28, 2014 (as amended, restated, extended, supplemented or otherwise modified from time to time, the "**Security Agreement**"), in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to induce the Lenders to extend credit under the Credit Agreement, each Grantor hereby agrees with the Collateral Agent as follows:

SECTION 1. **Defined Terms.** Unless otherwise defined herein, capitalized terms used herein and not defined have the meaning given to them in the Security Agreement, or if not defined therein, in the Credit Agreement.

SECTION 2. **Grant of Security Interest in Trademarks.** As security for the payment or performance, as the case may be, in full of the Secured Obligations, each Grantor hereby grants to the Collateral Agent, for the benefit of the Secured Parties, a security interest (the "**Security Interest**") in, all of such Grantor's right, title or interest in or to any and all of the Owned Trademarks, including those listed on Schedule I hereto, and all proceeds of the Owned Trademarks, now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest.

SECTION 3. **Security Agreement.** The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement, and the Collateral Agent and each Grantor hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Security Interest in the Owned Trademark made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. 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. **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. This Trademark Security Agreement shall become effective as to the Grantors when a counterpart hereof executed on behalf of each Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon the Grantors and the Collateral Agent and their respective permitted successors and assigns. The Collateral Agent may also require that any such documents and signatures delivered by telecopier, .pdf or other electronic imaging means be confirmed by a manually signed original thereof; provided that the failure to request or deliver the same shall not limit the effectiveness of any document or signature delivered by telecopier, .pdf or other electronic imaging means.

SECTION 5. Recordation. The Grantors authorize and request that the Commissioner of Patents and Trademarks and any other applicable government officer record this Agreement.

SECTION 6. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

**CRC HEALTH CORPORATION**  
as Borrower

By:   
Name: LeAnne Stewart  
Title: Chief Financial Officer

**CRC HEALTH GROUP, INC.,**  
as Holdings

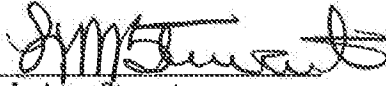
By:   
Name: LeAnne Stewart  
Title: Chief Financial Officer

4THERAPY.COM NETWORK  
ADVANCED TREATMENT SYSTEMS, INC.  
AHS OF IDAHO, INC.  
ASPEN EDUCATION GROUP, INC.  
ASPEN YOUTH, INC.  
ATS OF CECIL COUNTY, INC.  
ATS OF DELAWARE, INC.  
ATS OF NORTH CAROLINA, INC.  
AYS MANAGEMENT, INC.  
BATON ROUGE TREATMENT CENTER, INC.  
BAYSIDE MARIN, INC.  
BGI OF BRANDYWINE, INC.  
BOWLING GREEN INN OF PENSACOLA, INC.  
BOWLING GREEN INN OF SOUTH DAKOTA, INC.  
CAMP HUNTINGTON INC.  
CAPS OF VIRGINIA, INC.  
CARTERSVILLE CENTER, INC.  
COMPREHENSIVE ADDICTION PROGRAMS, INC.  
CORAL HEALTH SERVICES, INC.  
CRC ED TREATMENT, INC.  
CRC HEALTH MANAGEMENT, INC.  
CRC HEALTH OREGON, INC.  
CRC HEALTH TENNESSEE, INC.  
CRC RECOVERY, INC.  
CRC WEIGHT MANAGEMENT, INC.  
GALAX TREATMENT CENTER, INC.  
HABIT HOLDINGS, INC.  
HABIT OPCO, INC.  
JAYCO ADMINISTRATION, INC.  
MOUNT BACHELOR EDUCATIONAL CENTER, INC.  
NEW LEAF ACADEMY, INC.  
NORTHSTAR CENTER, INC.  
SAN DIEGO HEALTH ALLIANCE  
SHELTERED LIVING INCORPORATED  
SIERRA TUCSON INC.  
SOBER LIVING BY THE SEA, INC.  
STONE MOUNTAIN SCHOOL, INC.  
SUNHAWK ACADEMY OF UTAH, INC.  
SUWS OF THE CAROLINAS, INC.  
TRANSCULTURAL HEALTH DEVELOPMENT, INC.  
TREATMENT ASSOCIATES, INC.  
TURN-ABOUT RANCH, INC.  
VIRGINIA TREATMENT CENTER, INC.  
VOLUNTEER TREATMENT CENTER, INC.  
YOUTH CARE OF UTAH, INC.  
WCHS, INC.  
WHITE DEER REALTY, LTD.  
WHITE DEER RUN, INC.

[Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005249 FRAME: 0755**

WICHITA TREATMENT CENTER INC.  
WILDERNESS THERAPY PROGRAMS, INC.  
WILMINGTON TREATMENT CENTER, INC.

By: 

Name: LeAnne Stewart

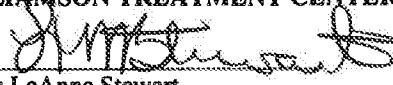
Title: Chief Financial Officer

[Trademark Security Agreement]

TRADEMARK  
REEL: 005249 FRAME: 0756



ACADEMY OF THE SIERRAS, LLC  
ADIRONDACK LEADERSHIP EXPEDITIONS, LLC  
ASPEN ACHIEVEMENT ACADEMY, LLC  
ASPEN INSTITUTE FOR BEHAVIORAL  
ASSESSMENT, LLC  
ASPEN RANCH, LLC  
BECKLEY TREATMENT CENTER, LLC  
BROMLEY BROOK SCHOOL, LLC  
CHARLESTON TREATMENT CENTER, LLC  
CLARKSBURG TREATMENT CENTER, LLC  
COPPER CANYON ACADEMY, LLC  
CRC HOLDINGS, LLC  
CRC WISCONSIN RD, LLC  
EAST INDIANA TREATMENT CENTER, LLC  
EVANSVILLE TREATMENT CENTER, LLC  
FOUR CIRCLES RECOVERY CENTER, LLC  
HEALTHY LIVING ACADEMIES, LLC  
HUNTINGTON TREATMENT CENTER, LLC  
INDIANAPOLIS TREATMENT CENTER, LLC  
ISLAND VIEW RESIDENTIAL TREATMENT  
CENTER, LLC  
LOAN ADMINISTRATION, LLC  
NATIONAL SPECIALTY CLINICS, LLC  
OKS, LLC  
OUTBACK THERAPEUTIC EXPEDITIONS, LLC  
PARKERSBURG TREATMENT CENTER, LLC  
PASSAGES TO RECOVERY, LLC  
PHOENIX OUTDOOR, LLC  
RICHMOND TREATMENT CENTER, LLC  
SOUTHERN INDIANA TREATMENT CENTER,  
LLC  
STRUCTURE HOUSE, LLC  
SWIFT RIVER ACADEMY, L.L.C.  
TALISMAN ACADEMY, LLC  
TS NC, LLC  
WHEELING TREATMENT CENTER, LLC  
WILLIAMSON TREATMENT CENTER, LLC

By:   
Name: LeAnne Stewart  
Title: Chief Financial Officer

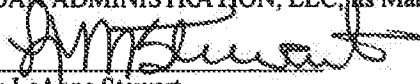
[Trademark Security Agreement]

TRADEMARK  
REEL: 005249 FRAME: 0757

LOAN HOLDINGS, LLC

By LOAN ADMINISTRATION, LLC, its Manager

By:



Name: LeAnne Stewart

Title: Chief Financial Officer

[Trademark Security Agreement]

TRADEMARK  
REEL: 005249 FRAME: 0758

ACADEMY OF THE SIERRAS, A HEALTHY  
LIVING ACADEMY, LLC  
HLA-CW, LLC  
HLA-WAC, LLC  
WELLSPRING COMMUNITY PROGRAMS, LLC

By AYS MANAGEMENT, INC., its Manager

By: 

Name: LeAnne M. Stewart

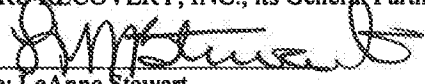
Title: Chief Financial Officer

[Trademark Security Agreement]

TRADEMARK  
REEL: 005249 FRAME: 0759

**THE CAMP RECOVERY CENTERS, L.P.**

By CRC RECOVERY, INC., its General Partner

By: 

Name: LeAnne Stewart

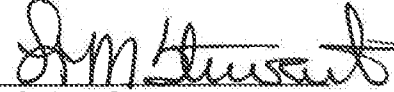
Title: Chief Financial Officer

[Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005249 FRAME: 0760**

**CALIFORNIA TREATMENT SERVICES  
SAN DIEGO TREATMENT SERVICES**

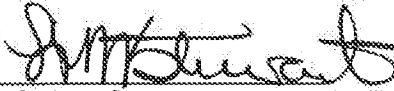
By JAYCO ADMINISTRATION, INC., its Partner

By: 

Name: LeAnne Stewart

Title: Chief Financial Officer

By TREATMENT ASSOCIATES, INC., its Partner

By: 

Name: LeAnne Stewart

Title: Chief Financial Officer

[Trademark Security Agreement]

**TRADEMARK  
REEL: 005249 FRAME: 0761**

MILWAUKEE HEALTH SERVICES SYSTEM

By CORAL HEALTH SERVICES, INC., its Partner

By:   
Name: LeAnne Stewart  
Title: Chief Financial Officer

By WCHS, INC., its Partner

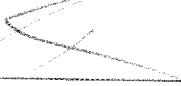
By:   
Name: LeAnne Stewart  
Title: Chief Financial Officer

[Trademark Security Agreement]

Accepted and Agreed:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH  
as Collateral Agent

By:   
Name: BILL O'DALY  
Title: AUTHORIZED SIGNATORY

By:   
Name:  
Title: Ryan Long  
Authorized Signatory

{Trademark Security Agreement}

**TRADEMARK**  
**REEL: 005249 FRAME: 0763**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**UNITED STATES TRADEMARKS:**

<b><u>Trademark</u></b>	<b><u>Owner Name</u></b>	<b><u>Application Number</u></b>	<b><u>Registration Date</u></b>	<b><u>Registration Number</u></b>
<b>ARC</b>	CRC Health Group, Inc.	85638947 30-May-2012		
<b>BAYSIDE MARIN</b>	CRC Health Corporation	77/328455 13-Nov-2007	01-Apr-2008	3449313 17-Jun-2008
<b>CATS</b>	CRC Health Corporation	77/136830 1-Mar-2007	25-Sep-2007	3599092 31-Mar-2009
<b>CENTER FOR HOPE</b>	CRC Health Corporation	89542531 24-May-2013		
<b>CENTER FOR HOPE OF THE SIERRAS</b>	CRC Health Corporation	85492075 09-Dec-2011	29-May-2012	4189842 14-Aug-2012
<b>CRC</b>	CRC Health Corporation	85868996 06-Mar-2013		
<b>CRC HEALTH GROUP</b>	CRC Health Corporation	76/499315 13-Mar-2003	04-Nov-2003	2808348 27-Jan-2004
<b>LIFE HEALING CENTER</b>	CRC Health Corporation	85863382 28-Feb-2013	14-May-2013	4376611 30-Jul-2013
<b>LIFESTEPS: A JOURNEY TOWARDS EMOTIONAL GROWTH</b>		75/039724 03-Jan-1996	29-Oct-1996	2032002 21-Jan-1997
<b>SIERRA MODEL</b>	Sierra Tucson, Inc.	74/168174 20-Mar-1991	23-Jun-1992	1716808 15-Sep-1992
<b>SIERRA TUCSON</b>	Sierra Tucson, Inc.	73/840200 10-Oct-	31-Jul-1990	1619106 23-Oct-1990



		1989		
<b>SIERRA TUCSON</b>	Sierra Tucson, Inc.	73/840201 10-Oct-1989	17-Jul-1990	1617190 09-Oct-1990
<b>SIERRA TUCSON &amp; Design</b>	Sierra Tucson, Inc.	73/840932 10-Oct-1989	06-Oct-1992	1743704 29-Dec-1992
<b>SIERRA TUCSON &amp; Design</b>	Sierra Tucson, Inc.	73/834055 10-Oct-1989	03-Jul-1990	1615205 25-Sep-1990
<b>SOBER LIVING BY THE SEA</b>	CRC Health Corporation	85/233860 03-Feb-2011		4117150 27-Mar-2012
<b>STARLITE RECOVERY CENTER</b>	CRC Health Corporation	85803499 14-Dec-2012	14-May-2013	4375879 30-Jul-2013
<b>STRUCTURE HOUSE</b>	CRC Health Corporation	73/136555 05-Aug-1977		1111508 16-Jan-1979
<b>TEENGETGOING (stylized)</b>	CRC Health Corporation	76/495819 10-Mar-2003	30-Mar-2004	2855668 22-Jun-2004
<b>WELLNESS RESOURCE CENTER</b>	CRC Health Corporation	77/307951 18-Oct-2007	08-Apr-2008	3453001 24-Jun-2008

<b>Trademark</b>	<b>Owner Name</b>	<b>Application Number</b>	<b>Registration Date</b>	<b>Registration Number</b>
<b>ADIRONDACK LEADERSHIP EXPEDITIONS</b>	Aspen Education Group, Inc.	78/254891	25-Apr-2006	3086812
<b>ASPEN INSTITUTE FOR BEHAVIORAL ASSESSMENT</b>	Aspen Education Group, Inc.	77/005511	16-Mar-2010a	3759683
<b>COPPER CANYON ACADEMY</b>	Aspen Education Group, Inc.	78/272261	30-Nov-2004	2906435
<b>FOUR CIRCLES RECOVERY CENTER</b>	Aspen Education Group, Inc.	78/877069	31-Jul-2007	3272171
<b>ISLAND VIEW</b>	Aspen Education Group, Inc.	78/605535	06-Feb-2007	3205072

<b>Trademark</b>	<b>Owner Name</b>	<b>Application Number</b>	<b>Registration Date</b>	<b>Registration Number</b>
<b>PARENT CHECKIN</b>	Aspen Education Group, Inc.	77/133270	24-Jun-2008	3452062
<b>PINE RIDGE ACADEMY</b>	Aspen Education Group, Inc.	78/254885	31-Aug-2004	2869482
<b>STONE MOUNTAIN SCHOOL</b>	Aspen Education Group, Inc.	78/179754	13-Apr-2004	2831912
<b>SUWS</b>	Aspen Education Group, Inc.	2405454	28-Apr-2006	2405454
<b>SUWS</b>	Aspen Education Group, Inc.	76/064810	23-Apr-2002	2563095
<b>SUWS</b>	Aspen Education Group, Inc.	78/179765	07-Oct-2003	2771761
<b>TURN ABOUT RANCH</b>	Aspen Education Group, Inc.	2405455	30-Mar-2006	2405455
<b>TURN ABOUT RANCH</b>	Aspen Education Group, Inc.	78/254881	03-Aug-2004	2869481
<b>YOUTH CARE</b>	Aspen Education Group, Inc.	85/253966	18-Sep-2012	4208564
<b>SUMMERS THAT CHANGE LIVES</b>	Aspen Education Group, Inc.	78/521474	05-Sep-2006	3140273
<b>A</b>	Aspen Education Group, Inc.	78/756685	08-May-2007	3239091