

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CRC Health Corporation		02/06/2006	CORPORATION: DELAWARE
Sierra Tucson Inc.	FORMERLY CRC Merger Acquisition Corp.	02/06/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Citibank, N.A., as collateral agent
Street Address:	88 Greenwich Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10013
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2808348	CRC HEALTH GROUP
Registration Number:	2812639	CRC HEALTH CORPORATION
Registration Number:	2855668	TEENGETGOING
Registration Number:	2804597	EGETGOING
Registration Number:	1743704	SIERRA TUCSON
Registration Number:	1615205	SIERRA TUCSON
Registration Number:	1619106	SIERRA TUCSON
Registration Number:	1617190	SIERRA TUCSON
Registration Number:	1712460	QUALITY OF LIFE WORKSHOP
Registration Number:	1716808	SIERRA MODEL

CORRESPONDENCE DATA

Fax Number: (202)728-0744

900041567

**TRADEMARK
 REEL: 003242 FRAME: 0250**

CH \$265.00 2808348

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2027216405
Email: christine.wilson@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	02/07/2006

Total Attachments: 7

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EXECUTION COPY**Trademark Security Agreement**

Trademark Security Agreement, dated as of February 6, 2006, by CRC HEALTH CORPORATION, a Delaware corporation and SIERRA TUCSON INC. (formerly known as CRC MERGER ACQUISITION CORP.), a Delaware corporation (doing business as Sierra Tucson, LLC) (each individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of CITIBANK, N.A., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgors hereby agree 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.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing.

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 Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral 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 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 unless the Collateral Agent shall otherwise determine.

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SECTION 4. Termination. Upon the payment in full of the Obligations (other than L/C Obligations that have been fully cash collateralized or supported by a backstop letter of credit in form and substance reasonably satisfactory to the Administrative Agent) and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

CRC HEALTH GROUP, INC.

By:



Name:

Title:

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above,

Very truly yours,

CRC HEALTH CORPORATION

By: 

Name:
Title:

Signature Page to Trademark Security Agreement.

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

SIERRA TUCSON, INC.

By: _____

Name:

Title:

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 003242 FRAME: 0256

Feb-01-2006 03:55pm From:CITIGROUP

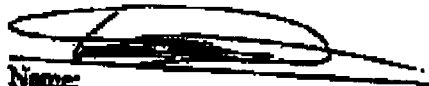
+212 729 0001

T-489 P.008/007 F-448

Accepted and Agreed:

**CITIBANK, N.A.,
as Collateral Agent.**

By:



**Name: Aaron Dannenberg
Title: Vice President**

[Trademark: Security Agreement]

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SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Mark	Owner	Serial Number	Registration Number	Date Registered
CRC Health Group	CRC Health Corporation	76/499315	2808348	1/27/2004
CRC Health Corporation	CRC Health Corporation	76/496938	2812639	2/10/2004
TeenGetGoing	CRC Health Corporation	76/495819	2855668	6/22/2004
eGetgoing & Design	CRC Health Corporation	76/495820	2804597	1/13/2004
Sierra Tucson & Design (Class 42)	Sierra Tucson Inc.	73/840932	1743704	12/29/1992
Sierra Tucson & Design (Class 107)	Sierra Tucson Inc.	73/834055	1615205	9/25/1990
Sierra Tucson (Class 107)	Sierra Tucson Inc.	73/840200	1619106	10/23/1990
Sierra Tucson (Class 100)	Sierra Tucson Inc.	73/840201	1617190	10/9/1990
Quality of Life Workshop	Sierra Tucson Inc.	74/168172	1712460	9/1/1992
Sierra Model	Sierra Tucson Inc.	74/168174	1716808	9/15/1992