

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Palm Partners, LLC		12/27/2012	LIMITED LIABILITY COMPANY: FLORIDA
G&G Healthcare Services, LLC		12/27/2012	LIMITED LIABILITY COMPANY: FLORIDA
Palm Healthcare Company, Inc.		12/27/2012	CORPORATION: FLORIDA
Miami Real Estate Trust, LLC		12/27/2012	LIMITED LIABILITY COMPANY: FLORIDA

**RECEIVING PARTY DATA**

<b>Name:</b>	General Electric Capital Corporation
<b>Street Address:</b>	500 West Monroe Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60661
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	3882989	PALM PARTNERS
Serial Number:	85682491	PALM PARTNERS RECOVERY CENTER
Serial Number:	85682350	PALM PARTNER UNIVERSITY
Serial Number:	85682343	HAMILTON RECOVERY CENTER
Serial Number:	85682416	HEALING MIND, BODY AND SOUL
Serial Number:	85682446	LUXURY TREATMENT CENTER
Serial Number:	85682356	LUXURY TREATMENT CENTER

**CORRESPONDENCE DATA**

Fax Number: 4044435697

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

Phone: 404-443-5702  
Email: lallen@mcguirewoods.com  
Correspondent Name: Gerum Yilma, Esq.  
Address Line 1: McGuireWoods LLP  
Address Line 2: 1230 Peachtree Street N.E., Suite 2100  
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	2060236-0083 PALM PARTN
NAME OF SUBMITTER:	Latosha E. Allen
Signature:	/Latosha E. Allen/
Date:	12/28/2012

**Total Attachments: 5**  
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**TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 27, 2012, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of GENERAL ELECTRIC CAPITAL CORPORATION (“GE Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “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 December 27, 2012 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among Palm Partners, LLC, a Florida limited liability company (“Palm Partners”), G&G Healthcare Services, LLC, a Florida limited liability company (“G&G”; Palm Partners and G&G are sometimes collectively referred to herein as the “Borrowers” and individually as a “Borrower”), Palm Healthcare Company, Inc., a Florida corporation (“Holdings”), the other Credit Parties from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, 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 Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrowers) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrowers; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are 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, each 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/or the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each 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 such 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 such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, 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 and proceeds 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, violation or other impairment thereof.

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 each 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. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.


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. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF ILLINOIS.


*[Remainder of page intentionally blank; signature pages follow.]*

IN WITNESS WHEREOF, each 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.

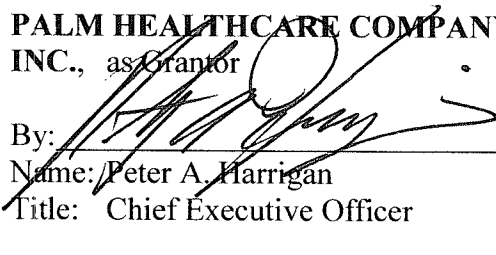
**PALM PARTNERS, LLC**, as Grantor

By:   
Name: Peter A. Harrigan  
Title: Chief Executive Officer

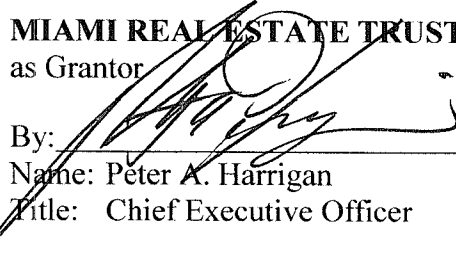
**G&G HEALTHCARE SERVICES, LLC**,  
as Grantor

By:   
Name: Peter A. Harrigan  
Title: Chief Executive Officer

**PALM HEALTHCARE COMPANY,  
INC.**, as Grantor


By:   
Name: Peter A. Harrigan  
Title: Chief Executive Officer

**MIAMI REAL ESTATE TRUST, LLC**,  
as Grantor

By:   
Name: Peter A. Harrigan  
Title: Chief Executive Officer

ACCEPTED AND AGREED  
as of the date first above written:

**GENERAL ELECTRIC CAPITAL CORPORATION**  
as Agent

By:   
Name: Kevin Blitz  
Title: Its Duly Authorized Officer

PALM PARTNERS, LLC  
TRADEMARK SECURITY AGREEMENT  
SIGNATURE PAGE

**TRADEMARK**  
**REEL: 004931 FRAME: 0388**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<u>Owner</u>	<u>Title</u>	<u>Jurisdiction of Registration</u>	<u>Registration/Application Number or Date</u>	<u>IP Licenses</u>
Palm Partners, LLC	PALM PARTNERS	USPTO	No. 3,882,989	No

2. TRADEMARK APPLICATIONS

<u>Owner</u>	<u>Title</u>	<u>Jurisdiction of Registration</u>	<u>Registration/Application Number or Date</u>	<u>IP Licenses</u>
Palm Partners, LLC	Palm Partners Recovery Center (stylized w/ palm tree)	USPTO	Application Serial No. 85/682,491 (Published for Opposition on Jan 8, 2013)	No
Palm Partners, LLC	Palm Partner University	USPTO	Application Serial No. 85/682,350 (Published for Opposition on Jan 15 2013)	No
Palm Partners, LLC	Hamilton Recovery Center	USPTO	Application Serial No. 85/682,343 (Published for Opposition on Jan 8, 2013)	No
Palm Partners, LLC	Healing Mind, Body and Soul	USPTO	Application Serial no. 85/682,416 (Published for Opposition on Dec. 25, 2012)	No
Palm Partners, LLC	Luxury Treatment Center (stylized)	USPTO	Application Serial no. 85/682,446 (Filed on July 20, 2012)	No
Palm Partners, LLC	Luxury Treatment Center	USPTO	Application Serial no. 85/682,356 (On Supplemental Register)	No

3. IP LICENSES

None.