

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Salus, LLC		02/28/2014	LIMITED LIABILITY COMPANY: TENNESSEE
GEO Care, LLC	FORMERLY GEO Care, Inc.	02/28/2014	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA

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

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	4157043	ABRAXAS A GEO GROUP COMPANY
Registration Number:	4157042	GEO CARE
Serial Number:	86114319	RISE RESTORING INDIVIDUALS SAFELY AND EF
Serial Number:	86193336	SALUS TRANSITIONAL CARE CLINICS
Serial Number:	86193229	SALUS TRANSITIONAL CARE CLINICS

CORRESPONDENCE DATA

Fax Number: 4045725135
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Phone: 404-572-3493
 Email: kosborne@kslaw.com
 Correspondent Name: Karen Osborne, Senior Paralegal
 Address Line 1: 1180 Peachtree Street N.E.

CH \$140.00 4157043

Address Line 2: King & Spalding LLP
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 15009.009031

NAME OF SUBMITTER: Karen Osborne

Signature: //Karen Osborne//

Date: 02/28/2014

Total Attachments: 6
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of February 28, 2014, 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 Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Second Amended and Restated Credit Agreement, dated as of February 28, 2014 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Correct Care Solutions, LLC, CCS Intermediate Holdings, LLC, the other Credit Parties party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, for itself as a Lender (including the Swingline Lender) and as the Agent and Revolver 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, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement, dated as of August 20, 2010 (as the same 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 Borrower; 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 the 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 Borrower thereunder, each Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security 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 the Agent for the benefit of the Secured Parties, and grants to the 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 (other than intent-to-use trademark and service mark applications to the extent that, and solely during the period that, the grant of a security interest therein prior to the registration of the mark would impair the validity or enforceability of the resulting trademark registration) 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 I 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, 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 the Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the 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 or desirable 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 New York.

[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.

Very truly yours,

SALUS, LLC

as Grantor

By: 

Name: Gerard Boyle

Title: President and Chief Executive
Officer

GEO CARE, LLC (formerly GEO Care,
Inc.)

as Grantor

By: _____

Name: Jorge A. Dominicis

Title: President

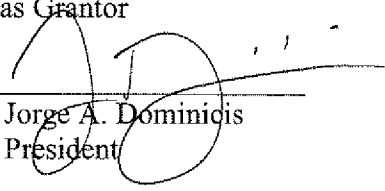
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Very truly yours,

SALUS, LLC
as Grantor

By: _____
Name: Gerard Boyle
Title: President and Chief Executive
Officer

GEO CARE, LLC (formerly GEO Care,
Inc.)
as Grantor

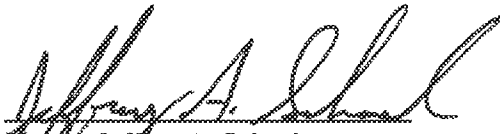
By: 
Name: Jorge A. Dominidis
Title: President

SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005230 FRAME: 0280

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION
as Agent

By: 
Name: Jeffrey A. Schaal
Title: Duly Authorized Signatory



SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 005230 FRAME: 0281




SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Registration No.	Registration Date	Application Serial No.	Owner
ABRAXAS A GEO GROUP COMPANY and Design 	4157043	06/12/2012	85416560	GEO Care, LLC, formerly GEO Care, Inc.
GEO CARE and Design 	4157042	06/12/2012	85416556	GEO Care, LLC, formerly GEO Care, Inc.

2. TRADEMARK APPLICATIONS

Mark	Application Serial No.	Application Filing Date	Owner
RISE RESTORING INDIVIDUALS SAFELY AND EFFICIENTLY and Design 	86114319	11/08/2013	GEO Care, LLC
SALUS TRANSITIONAL CARE CLINICS 	86193336	02/13/2014	Salus, LLC
SALUS TRANSITIONAL CARE CLINICS 	86193229	02/13/2014	Salus, LLC

3. IP LICENSES

License Agreement, dated as of December 31, 2012 (the "License Agreement"), between The GEO Group, Inc., a Florida corporation ("Licensor"), and GEO Care, LLC, a Florida limited liability company ("Licensee"), which will be terminated June 30, 2015 pursuant to the notice delivered by the Licensee to the Licensor on February 28, 2014.