# CH \$40.00 864456

# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2 ETAS ID: TM328331

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Correct Care Solutions, LLC		12/19/2014	LIMITED LIABILITY COMPANY: KANSAS

### **RECEIVING PARTY DATA**

Name:	Ares Capital Corporation, as Collateral Agent	
Street Address:	245 Park Avenue, 44th Floor	
City:	New York	
State/Country:	NEW YORK	
Postal Code:	10167	
Entity Type:	CORPORATION: MARYLAND	

### **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Serial Number:	86445618	CORRECT CARE RECOVERY SOLUTIONS

## **CORRESPONDENCE DATA**

**Fax Number:** 3129939767

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 3129932647

**Email:** zeynep.gieseke@lw.com

Correspondent Name: Zeynep Gieseke

Address Line 1: 330 N. Wabash Avenue, Suite 2800

Address Line 2: Latham & Watkins LLP
Address Line 4: Chicago, ILLINOIS 60611

ATTORNEY DOCKET NUMBER:	043339-0010	
NAME OF SUBMITTER:	Zeynep Gieseke	
SIGNATURE:	/zg/	
DATE SIGNED:	01/08/2015	

### **Total Attachments: 5**

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ANNEX I SECURITY AGREEMENT

FORM OF GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of

which are hereby acknowledged, Correct Care Solutions, LLC, with principal offices at 1283

Murfreesboro Road, STE 500, Nashville, TN, 37217 (the "Grantor"), hereby grants to Ares Capital

Corporation, as Collateral Agent, with principal offices at 245 Park Avenue, 44th Floor, New York,

NY 10167 (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and

interest in, to and under to the United States trademarks, trademark registrations, trademark

applications and domain names (the "Marks") set forth on Schedule A attached hereto, (ii) all

Proceeds (as such term is defined in the Security Agreement referred to below) and products of

the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all

causes of action arising prior to or after the date hereof for infringement of any of the Marks or

unfair competition regarding the same.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be

deemed granted hereunder in any Excluded Collateral (as defined in the Security Agreement

referred to below), including any intent-to-use trademark application prior to the filing of a

"Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that,

and solely during the period, if any, in which, the grant of a security interest therein would impair

the validity or enforceability of such intent-to-use trademark application under applicable federal

law.

THIS GRANT OF SECURITY INTEREST IN UNITED STATES

TRADEMARKS (this "Grant") is made to secure the payment of all the Obligations of the Grantor,

as such term is defined in the Security Agreement among the Grantor, the other grantors from time

to time party thereto and the Grantee, dated as of July 23, 2014 (as amended, modified, restated

and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the

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Termination Date (as defined in the Security Agreement), the Grantee's security interests in the Marks shall automatically terminate and the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing evidencing the release of the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern in all respects.

This Grant may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be original, but all of which shall together constitute one and the same instrument. Delivery of an executed counterpart of this Grant by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

THIS GRANT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE CONSTRUED IN ACCORDANCE WITH AND BE GOVERNED BY THE LAW OF THE STATE OF NEW YORK. ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS GRANT OR ANY OTHER CREDIT DOCUMENT MAY BE BROUGHT IN THE COURTS OF THE STATE OF NEW YORK OR OF THE UNITED STATES FOR THE SOUTHERN DISTRICT OF NEW YORK, AND, BY EXECUTION AND DELIVERY OF THIS GRANT, EACH PARTY HERETO HEREBY CONSENTS FOR ITSELF AND IN RESPECT OF ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE AFORESAID COURTS. EACH PARTY HERETO HEREBY FURTHER IRREVOCABLY WAIVES TO THE EXTENT PERMITTED BY APPLICABLE LAW ANY CLAIM THAT ANY SUCH COURTS LACK JURISDICTION OVER SUCH PARTY, AND AGREES NOT TO PLEAD OR CLAIM IN ANY LEGAL ACTION OR PROCEEDING WITH RESPECT TO THIS GRANT OR ANY OTHER CREDIT DOCUMENT BROUGHT IN ANY OF THE AFORESAID COURTS THAT ANY SUCH COURT LACKS JURISDICTION OVER SUCH PARTY. EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN ANY ACTION OR PROCEEDING IN THE MANNER PROVIDED FOR NOTICES (OTHER THAN TELECOPIER OR OTHER ELECTRONIC TRANSMISSION) IN SECTION 13.03 OF THE

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SECOND LIEN CREDIT AGREEMENT. NOTHING IN THIS GRANT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW OR TO COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY PARTY HERETO IN ANY OTHER JURISDICTION.

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IN WITNESS WHEREOF, th	ne undersigned have executed this Grar	nt as of the IGTA
day of 10ec, 614		
	By Name: Jerry Boyle Title: President	r
	ARES CAPITAL CORPORATION, as Collateral Agent and Grantee	
	ByName: Title:	R. Kipp deVeer Authorized Signatory
	By Name:	
	Title:  Joshua M. Bloomstein	

Authorized Signatory

# SCHEDULE A

MARK

APPLICATION NO.

**APPLICATION DATE** 



86445618

11/05/2014

Mark application was filed with the USPTO on 11/05/2014 and is currently pending registration approval.

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