

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM350648

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ALBERT EINSTEIN HEALTHCARE NETWORK		07/01/2015	nonprofit corporation: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	BELMONT BEHAVIORAL HOSPITAL, LLC		
Street Address:	830 Crescent Centre Drive		
Internal Address:	Suite 610		
City:	Franklin		
State/Country:	TENNESSEE		
Postal Code:	37067		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1773250	BELMONT CENTER FOR COMPREHENSIVE TREATME	
Registration Number:	3105583	BELMONT	
Registration Number:	4431164	BELMONT BEHAVIORAL HEALTH	
CORRESPONDENCE DATA			
Fax Number:	6152446804		
<i>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.</i>			
Phone:	615-850-8741		
Email:	rfelber@wallerlaw.com		
Correspondent Name:	Robert P. Felber, Jr.		
Address Line 1:	c/o Waller Lansden Dortch & Davis, LLP		
Address Line 2:	511 Union Street, Suite 2700		
Address Line 4:	Nashville, TENNESSEE 37219		
ATTORNEY DOCKET NUMBER:	026219.14946		
NAME OF SUBMITTER:	Robert P. Felber, Jr.		
SIGNATURE:	/ROBERT P. FELBER, JR./		
DATE SIGNED:	08/06/2015		
Total Attachments: 5			

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (“Assignment”), effective as of July 1, 2015 (“Effective Date”), is from **ALBERT EINSTEIN HEALTHCARE NETWORK**, a Pennsylvania nonprofit corporation (“Assignor”), to **BELMONT BEHAVIORAL HOSPITAL, LLC**, a Delaware limited liability company (“Assignee”). Assignor and Assignee are sometimes referred to herein individually as a “Party” and collectively as the “Parties.”

WHEREAS, Assignor, Assignee and Belmont Center for Comprehensive Treatment, a Pennsylvania nonprofit corporation (“Belmont”) and an affiliate of Assignor, have entered into an Asset Purchase Agreement, dated December 1, A2014 (the “Agreement”), whereby Buyer will purchase certain assets from Belmont relating to Belmont’s Business (as defined in the Agreement);

WHEREAS, Assignor owns the trademark registrations set forth on Schedule A to this Assignment used by Belmont in connection with the operation of its Business (the “Trademarks”);

WHEREAS, pursuant to the Agreement, Assignee desires to acquire the Trademarks and the goodwill of the business with which the Trademarks are used and that are symbolized by the Trademarks, and Assignor desires to assign its rights in the Trademarks and such goodwill to Assignee; and

WHEREAS, the execution and delivery of this Assignment is a Closing deliverable pursuant to Section 4.2(r) of the Agreement.

NOW, THEREFORE, for the consideration stated in the Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Assignor hereby assigns to Assignee (i) all of Assignor’s right, title, and interest in and to the Trademarks throughout the world, together with the goodwill of the business with which the Trademarks are used and that are symbolized by the Trademarks; (ii) any and all legal actions and rights and remedies at law or in equity for past infringements, misappropriations, or other violations of the Trademarks, including the right to sue for, collect, and retain all damages, profits, proceeds, and all other remedies associated therewith; and (iii) any and all income, royalties, damages, and payments now or hereafter due or payable with respect to the Trademarks, for Assignee’s own use and enjoyment and for the use and enjoyment of Assignee’s successors, assigns, or other legal representatives (together, the “Assigned Rights”).

Assignor agrees not to use, and to terminate and discontinue all use of, the terms contained in the Trademarks and any terms that could be construed as confusingly similar thereto in any domain name, domain name registrations, trademark, service mark, trade name, company name, legal name, fictitious business name, logo, and any other indicator or origin, with regard to itself and any business or entity at any time owned or controlled by Assignor. Notwithstanding anything to the contrary, nothing in this paragraph prohibits Assignor from any use of or references to the terms contained in the Trademarks or any terms that could be construed as

confusingly similar thereto (i) in a historical sense, or (ii) for the purpose of filing regulatory documents or tax returns.

Upon reasonable request by Assignee, Assignor will, at the cost and expense of Assignee, execute additional documents and take other action as may be reasonably necessary to record or memorialize the assignments of the Assigned Rights set forth herein, and to vest in Assignee such right, title, and interest in and to the Assigned Rights as granted to Assignee.

Assignor and Assignee hereby agree that this Assignment shall be governed by and construed in accordance with the laws of the State of Delaware without giving effect to the principles of conflicts of law thereof.

This Assignment shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns, and may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Assignment to produce or account for more than one set of counterparts signed by all of the Parties.

No waiver, modification, or change of any of the provisions of this Assignment shall be valid unless in writing and signed by the Party against whom such claimed waiver, modification, or change is sought to be enforced.

The Parties hereby acknowledge and agree that neither the representations and warranties nor the rights, remedies and obligations of any party under the Agreement shall be deemed enlarged, limited, modified or altered in any way by this Assignment. To the extent that any conflict exists between any of the terms of this Assignment and the Agreement, the terms of the Agreement will prevail.

IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of Assignor and Assignee, do hereby execute this Assignment to take effect on the Effective Date.

ASSIGNOR:

ALBERT EINSTEIN HEALTHCARE NETWORK

BY: *Barry R. Freedman*

NAME: BARRY R. FREEDMAN

TITLE: PRESIDENT AND CEO

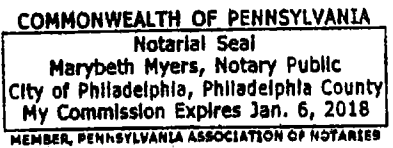
DATE: JUNE 29, 2015

COMMONWEALTH OF PENNSYLVANIA)

COUNTY OF Philadelphia) SS:
)

On June 29, 2015, before the undersigned, a Notary Public for the State and County aforesaid, personally appeared Barry R. Freedman, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same.

Marybeth Myers
(Notary Public)



Executed and accepted by:

ASSIGNEE:

BELMONT BEHAVIORAL HOSPITAL, LLC

BY: *Ch*

NAME: Christopher Howard

TITLE: VP & Secretary

DATE: _____

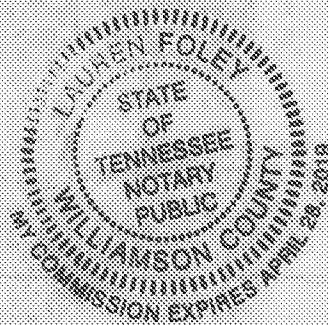
STATE OF Tennessee)

) SS:

COUNTY OF Williamson)

On June 24, 2015, before the undersigned, a Notary Public for the State and County aforesaid, personally appeared Christopher Howard, known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the above assignment, and acknowledged that he executed the same.

Lauren Foley (Notary Public)



SCHEDULE A

Registered Trademarks

Trademark	Owner	Registration Number	Date of Registration
BELMONT CENTER FOR COMPREHENSIVE TREATMENT	Albert Einstein Healthcare Network	1773250	05/25/1993
BELMONT	Albert Einstein Healthcare Network	3105583	06/20/2006
BELMONT BEHAVIORAL HEALTH	Albert Einstein Healthcare Network	4431164	11/12/2013