

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM305483

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
FMS INVESTMENT CORP.		05/23/2014	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	MB Financial Bank, N.A.		
Street Address:	6111 North River Road		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3494939	AUTHENTICAID	
CORRESPONDENCE DATA			
Fax Number:	3129939767		
<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:	3129932647		
Email:	zeynep.gieseke@lw.com		
Correspondent Name:	Zeynep Gieseke		
Address Line 1:	330 North Wabash Avenue, Suite 2800		
Address Line 2:	c/o Latham & Watkins LLP		
Address Line 4:	Chicago, ILLINOIS 60611		
ATTORNEY DOCKET NUMBER:	037829-0020		
NAME OF SUBMITTER:	Zeynep Gieseke		
SIGNATURE:	/ZG/		
DATE SIGNED:	05/23/2014		
Total Attachments: 4			
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ASSIGNMENT FOR SECURITY

TRADEMARKS

May 23, 2014

WHEREAS, FMS INVESTMENT CORP. (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor and certain of its affiliates have entered into a Loan and Security Agreement, dated of even date herewith (the "Loan Agreement"), in favor of certain lender and MB Financial Bank, N.A., in its capacity as Agent for such lenders (the "Assignee");

WHEREAS, pursuant to the Loan Agreement, the Assignor has assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date first set forth above.

FMS INVESTMENT CORP.

By 

Title President & CEO

STATE OF DePage)
) SS.
COUNTY OF ILLINOIS)

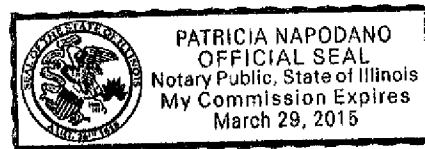
On this 16 day of May, 2014, before me personally came Balaji Rajan, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the President of FMS INVESTMENT CORP., a Maryland corporation, and that s/he executed the foregoing instrument in the firm name of FMS INVESTMENT CORP., and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

GIVEN under my hand and notarial seal this 16 day of May, 2014.

Patricia Napodano
Notary Public

My Commission Expires:

3/29/15



SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

Trademarks and Trademark Applications Owned by FMS INVESTMENT CORP.

Mark	App. / Reg. No.	Country	Registration/Application Date
AUTHENTICAID	3494939	United States	9/2/2008