

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM449183

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Management Health Systems LLC		11/27/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	MB Financial Bank, N.A.		
Street Address:	6111 N. River Road, 3rd Floor		
City:	Rosemont		
State/Country:	ILLINOIS		
Postal Code:	60018		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	4862637	MEDPRO HEALTHCARE STAFFING	
Registration Number:	3465673	MEDPRO	
Registration Number:	3377780	MEDPRO	
Registration Number:	2481701	MED PRO STAFFING & DIRECT PLACEMENT	
CORRESPONDENCE DATA			
Fax Number:			
<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>			
Email:	michael.barys@clarivate.com		
Correspondent Name:	Peter Brockmeyer		
Address Line 1:	100 Light Street		
Address Line 4:	Baltimore, MARYLAND 21202		
NAME OF SUBMITTER:	Peter Brockmeyer		
SIGNATURE:	/Michael Barys/		
DATE SIGNED:	10/31/2017		
Total Attachments: 6			
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Management Health Systems LLC

- Individual(s)
- Partnership
- Corporation- State: _____
- Other limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) November 27, 2016

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: MB Financial Bank, N.A.

Street Address: 6111 N. River Road, 3rd Floor

City: Rosemont

State: IL

Country: USA Zip: 60018

- Individual(s) Citizenship _____
- Association Citizenship USA
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

See Schedule A attached hereto and made a part hereof

B. Trademark Registration No.(s)

See Schedule A attached hereto and made a part hereof

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Schedule A attached hereto and made a part hereof

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Peter Brockmeyer

Internal Address: _____

Street Address: 100 Light Street

City: Baltimore

State: Maryland Zip: 21202

Phone Number: 410-385-3692

Docket Number: 103206-16

Email Address: pbrockmeyer@milestockbridge.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- Authorized to be charged to deposit account
- Enclosed

8. Payment information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

October 30, 2017

Date

Peter C. Brockmeyer

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:




6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE A

TRADEMARKS

United States Trademarks:

SERIAL NUMBER	REGISTRATION NUMBER	WORD MARK	STATUS	LOGO
86591276	4862637	MEDPRO HEALTHCARE STAFFING	Filed April 2015; to be published for opposition in Official Gazette on September 15, 2015	
77192300	3465673	MEDPRO	Published for opposition April 29, 2008	
77192333	3377780	MEDPRO	Registered on Principal Register on February 2, 2008	N/A
75885735	2481701	MED PRO STAFFING & DIRECT PLACEMENT	Registered on Principal Register on February 2, 2008; s 8 and 15 Affidavits filed on May 27, 2007	

GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, MANAGEMENT HEALTH SYSTEMS LLC, a Delaware limited liability company ("**Grantor**"), owns the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith set forth on Schedule A attached hereto; and

WHEREAS, MB Financial Bank, N.A. (the "**Grantee**"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to Grantor's trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith; and

WHEREAS, the Grantor is willing to grant to the Grantee a security interest in and lien upon the trademarks, trademark registrations, trademark applications and any and all goodwill associated therewith described above.

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, and subject to the terms and conditions of the Credit and Security Agreement, dated as of November 27, 2016, between the Grantor and the Grantee (as amended from time to time, the "**Credit Agreement**"), the Grantor hereby grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in and to (i) the trademarks, trademark registrations, trademark applications, and any and all goodwill associated therewith (the "**Marks**") set forth on Schedule A attached hereto, together with (ii) all Proceeds (as such term is defined in the Credit Agreement) of the Marks, (iii) all of the goodwill of the businesses with which the Marks are associated, and (iv) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks or unfair competition regarding the same.

This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Credit Agreement) of the Grantor and shall be effective as of the date of the Credit Agreement.

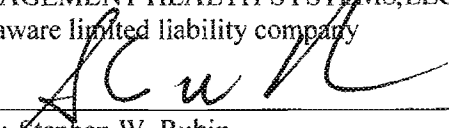
This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Credit Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Credit Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Credit Agreement, the provisions of the Credit Agreement shall govern.

[signature page to follow]

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

GRANTOR:

MANAGEMENT HEALTH SYSTEMS, LLC,
a Delaware limited liability company

By:  _____

Name: Stephen W. Rubin

Title: Vice President

GRANTEE:

MB FINANCIAL BANK, N.A.

By: _____

Name: Cindy Jamroziak

Title: Senior Vice President

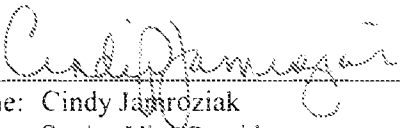
IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the date of the Credit Agreement.

GRANTOR:
MANAGEMENT HEALTH SYSTEMS, LLC,
a Delaware limited liability company

By: _____
Name: Stephen W. Rubin
Title: Vice President

GRANTEE:



MB FINANCIAL BANK, N.A.

By:  _____
Name: Cindy Jastroziak
Title: Senior Vice President

SCHEDULE A

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