

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
PARTNERS & SIMONS HOLDING COMPANY LLC		01/31/2014	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA	
Name:	Associated Bank, National Association
Street Address:	330 East Kilbourn Avenue
City:	Milwaukee
State/Country:	WISCONSIN
Postal Code:	53202
Entity Type:	National Association: WISCONSIN

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Serial Number:	86016306	MYELIN HEALTH
Serial Number:	86016303	MYELIN HEALTH
Serial Number:	85935659	MYELIN HEALTH COMMUNICATIONS
Serial Number:	85935655	MYELIN HEALTH COMMUNICATIONS

CORRESPONDENCE DATA	
Fax Number:	
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	414-298-1000
Email:	tadmin@reinhardt.com
Correspondent Name:	Daniel E. Kattman
Address Line 1:	1000 N Water St.
Address Line 2:	Suite 1900
Address Line 4:	Milwaukee, WISCONSIN 53202

ATTORNEY DOCKET NUMBER:	013676-0001
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CH \$115.00 86016306

NAME OF SUBMITTER:	DANIEL E. KATTMAN
Signature:	/dek/
Date:	02/19/2014
Total Attachments: 4 source=Security Interest Agreement#page1.tif source=Security Interest Agreement#page2.tif source=Security Interest Agreement#page3.tif source=Security Interest Agreement#page4.tif	

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

January 31, 2014

WHEREAS, PARTNERS & SIMONS HOLDING COMPANY LLC, a Delaware limited liability company (the "Debtor"), having its chief executive office at 227 West Monroe Street, Suite 1900, Chicago, IL 60606, is the owner of all right, title and interest in and to certain United States trademarks and associated United States trademark registrations and applications for registration;

WHEREAS, Associated Bank, National Association, having its principal offices at 330 East Kilbourn Avenue, Milwaukee, WI 53202, as agent for the Lenders (as defined in the Security Agreement referred to below) ("Associated Bank"), desires to acquire a security interest in the Debtor's trademarks and trademark registrations and applications therefor and other collateral as described below; and

WHEREAS, the Debtor is willing to grant to Associated Bank a security interest in and lien upon the Debtor's trademarks and trademark registrations and applications therefor and other collateral, as more fully described below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Security Agreement dated as of November 15, 2012, by and among the Debtor, Partners & Simons, Inc., a Delaware corporation, Duet Health, Inc., a Delaware corporation, Myelin Health Communications, Inc., a Delaware corporation and Associated Bank (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), the Debtor hereby grants Associated Bank a continuing security interest in all of the Debtor's right, title and interest in and to the following, whether now or hereafter existing, arising or acquired:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (each of the foregoing, a "Trademark"), all registrations and all applications in connection therewith, whether pending or in preparation for filing, including all common law rights in the Trademark and registrations and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including without limitation those listed on Schedule A;

(b) all Trademark licenses;

(c) all reissues, extensions or renewals of any item described in clause (a) or (b);

(d) all of the goodwill of the business connected with the use of, and symbolized by, any item described in clause (a) or (b); and

(e) all proceeds of, and rights associated with, the foregoing, including without limitation any claim by the Debtor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including without limitation any Trademark, Trademark registration or Trademark license referred to in Schedule A, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

THIS SECURITY INTEREST (this "Agreement") is made to secure the satisfactory performance and payment of all Liabilities (as defined in the Security Agreement). Upon request of the Debtor when all Liabilities have been finally paid in full and all commitments of Associated Bank and the Lenders have been terminated, Associated Bank shall execute, acknowledge and deliver to the Debtor an instrument in writing releasing the security interest acquired under this Agreement; provided, that if at any time any part of any payment theretofore applied by Associated Bank to any such obligation is or must be rescinded or returned by Associated Bank for any reason whatsoever (including without limitation the insolvency, bankruptcy or reorganization of the Debtor), such obligations shall, for the purposes of this Agreement, to the extent that such payment is or must be rescinded or returned, be deemed to have continued in existence, notwithstanding such application by Associated Bank, and this Agreement and the security interest granted herein shall continue to be effective or be reinstated, as the case may be, as to such obligations, all as though such application by Associated Bank had not been made and such release had not been executed.

This Agreement has been delivered in conjunction with the security interest granted to Associated Bank under the Security Agreement. The rights and remedies of Associated Bank with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in, the Security Agreement, the terms and provisions of which are incorporated herein by reference. If any provision of this Agreement conflicts with the Security Agreement, the provisions of the Security Agreement shall govern.

[remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

**PARTNERS & SIMONS HOLDING
COMPANY LLC, a Delaware limited
liability company**

By: _____
Name: _____
Title: _____

**ASSOCIATED BANK, NATIONAL
ASSOCIATION**

By: _____
Name: Daniel R. Holzhauser
Title: Senior Vice President

Signature Page to Notice of Security Interest in Trademarks

SCHEDULE A

Trademarks

Trademark	Registration No.	Country	Co. Name Held In	Issue Date
	4459299	USA	Partners & Simons Holding Company LLC	12/31/13
MYELIN HEALTH	4459298	USA	Partners & Simons Holding Company LLC	12/31/13
MYELIN HEALTH COMMUNICATIONS	85935659	USA	Partners & Simons Holding Company LLC	Pending
	85935655	USA	Partners & Simons Holding Company LLC	Pending