

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM325847

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
EB EMPLOYEE SOLUTIONS, LLC		11/26/2014	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	MONROE CAPITAL MANAGEMENT ADVISORS, LLC, as administrative agent		
<b>Street Address:</b>	311 South Wacker Drive, Suite 6400		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4491644		
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	3126095005		
<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>			
<b>Phone:</b>	312-609-7897		
<b>Email:</b>	hmiller@vedderprice.com		
<b>Correspondent Name:</b>	Holly Miller		
<b>Address Line 1:</b>	222 North LaSalle Street - 24th Floor		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60601		
<b>ATTORNEY DOCKET NUMBER:</b>	36942000022		
<b>NAME OF SUBMITTER:</b>	Holly Miller		
<b>SIGNATURE:</b>	/Holly Miller/		
<b>DATE SIGNED:</b>	12/11/2014		
<b>Total Attachments: 5</b>			
source=36942.00.0022 - Trademark Security Agreement#page1.tif			
source=36942.00.0022 - Trademark Security Agreement#page2.tif			
source=36942.00.0022 - Trademark Security Agreement#page3.tif			
source=36942.00.0022 - Trademark Security Agreement#page4.tif			

CH \$40.00 4491644



## **TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of this 26th day of November, 2014, by EB EMPLOYEE SOLUTIONS, LLC, a Delaware limited liability company ("Grantor"), in favor of MONROE CAPITAL MANAGEMENT ADVISORS, LLC, a Delaware limited liability company, in its capacity as administrative agent for itself and the Lenders party to the Credit Agreement (defined below) ("Administrative Agent"):

### **W I T N E S S E T H:**

WHEREAS, Grantor, and/or certain of its affiliates, Administrative Agent and Lenders are parties to a certain Credit Agreement dated as of June 13, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") providing for the extensions of credit to be made to Grantor, and/or certain of its affiliates, by Lenders;

WHEREAS, in connection with the Credit Agreement, Grantor executed and delivered to Administrative Agent that certain Guaranty and Collateral Agreement dated as of June 13, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), pursuant to which Grantor granted to Administrative Agent, for its benefit and the benefit of the Lenders, a security interest in substantially all of the assets of Grantor including, without limitation, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, trademark registrations and trademark applications and all renewals, extensions and continuations of the foregoing (the "Trademarks"), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing under the Credit Agreement;

WHEREAS, Grantor and EBS, Inc., a Delaware corporation ("EBS") have requested that (a) the Lenders consent to Grantor's acquisition of certain assets and assumption of certain liabilities from Attune Health Management, Inc., a Texas corporation ("Seller"), and (b) the Lenders amend certain provisions of the Credit Agreement, and the Administrative Agent and the Lenders are willing to do so subject to the terms and conditions of the Consent and First Amendment to Credit Amendment, dated as of November 26, 2014, by and among Grantor, EBS, the Lenders party thereto and the Administrative Agent.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Security Agreement. The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. In the event of a conflict between the provisions of this Agreement and the Security Agreement, the Security Agreement shall control. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Secured Obligations, Grantor hereby grants to Administrative Agent, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following included in the Collateral (all of the following items or types of property

being herein collectively referred to as the “Trademark Collateral”), whether now owned or existing or hereafter created, acquired or arising:

(i) each Trademark and application for Trademark listed on Schedule A annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the foregoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Termination. This Agreement shall remain in full force and effect until all of the Secured Obligations shall have been Paid in Full.

4. Counterparts. This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Receipt of an executed signature page to this Agreement by facsimile or other electronic transmission shall constitute effective delivery thereof and shall be deemed an original signature hereunder.

5. Governing Law. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF ILLINOIS APPLICABLE TO CONTRACTS MADE AND TO BE PERFORMED ENTIRELY WITHIN SUCH STATE, WITHOUT REFERENCE TO CONFLICTS OF LAWS.

[Signature Pages Follow]

*(Signature Page to Trademark Security Agreement)*

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**GRANTOR:**

**EB EMPLOYEE SOLUTIONS, LLC**, a Delaware limited liability company

By: EBS, Inc., a Delaware corporation  
Its: Sole Member

By:   
\_\_\_\_\_  
Gregg Lehman  
Chief Executive Officer


*(Signature Page to Trademark Security Agreement)*

Agreed and Accepted as of the Date First Written Above

**ADMINISTRATIVE AGENT:**

**MONROE CAPITAL MANAGEMENT ADVISORS,  
LLC**

By: \_\_\_\_\_

  
Alex Franky  
Managing Director

**SCHEDULE A**

**TRADEMARKS**

<b>Filing Date</b>	<b>Serial Number</b>	<b>Registration Date</b>	<b>Registration Number</b>
January 27, 2012	85527779	March 4, 2014	4491644

**TRADEMARK APPLICATIONS**

None.