

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM346256

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Partners & Simons, Inc.		06/15/2015	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	FirstMerit Bank, N.A.		
Street Address:	222 N. LaSalle Street		
Internal Address:	CHI 902		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	Administrative Agent: OHIO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4132472	REFORM READINESS	
CORRESPONDENCE DATA			
Fax Number:	3124607000		
<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:	3124605000		
Email:	CHIIpdocket@seyfarth.com		
Correspondent Name:	Patrick T. Muffo		
Address Line 1:	131 S. Dearborn st. suite 2400		
Address Line 2:	Seyfarth Shaw LLP		
Address Line 4:	Chicago, ILLINOIS 60603		
ATTORNEY DOCKET NUMBER:	072119-000054		
NAME OF SUBMITTER:	Patrick T. muffo		
SIGNATURE:	/Patrick T. Muffo/		
DATE SIGNED:	06/30/2015		
Total Attachments: 6			
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "**Agreement**"), dated as of June 15, 2015 (the "**Effective Date**"), is entered into by and between PARTNERS & SIMONS, INC., a Delaware corporation ("**Debtor**"), whose principal place of business is 227 West Monroe Street, Suite 1900, Chicago, IL 60606 and FIRSTMERIT BANK, N.A. as Administrative Agent for all the Lenders party to the Credit Agreement ("**FirstMerit Bank**").

WHEREAS, 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, FirstMerit Bank having its principal offices at 222 North LaSalle Street, CHI 902, Chicago, Illinois 60601, as Administrative Agent for the Lenders (as defined in the Loan Documents referred to below), 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 FirstMerit 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 Credit Agreement (the "**Credit Agreement**") and of the Guaranty and Collateral Agreement (the "**Guaranty and Collateral Agreement**"), each dated as of the date hereof, and all documents, instruments and agreements delivered in connection with the foregoing, by and among Debtor, MYELIN HEALTH COMMUNICATIONS, INC., a Delaware corporation, AVID DESIGN, INC., a Delaware corporation, HY CONNECT, INC., a Delaware corporation, DODGE COMMUNICATIONS, INC., a Delaware corporation, and MYELIN HEALTH COMMUNICATIONS HOLDING COMPANY LLC, a Delaware limited liability company, and FirstMerit Bank (as amended, restated, supplemented or otherwise modified from time to time, collectively, the "**Loan Documents**"), the Debtor hereby grants FirstMerit Bank a continuing security interest in all of the Debtor's right, title and interest in and to the following "**Trademark Collateral**", 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**"), now existing or hereafter adopted or acquired, all registrations, recordings 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 or any political subdivision thereof, and all common-law rights related thereto including without limitation the complete and accurate list 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 income, royalties, damages, payments, proceeds of, and rights associated with, the foregoing, now and in the future due or payable under or with respect to any and all of the Trademarks, 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 GRANT OF SECURITY INTEREST (this "Agreement") is made to secure the full, prompt and complete payment in cash and performance of all Obligations (as defined in the Credit Agreement) and all of the obligations and liabilities of Debtor hereunder and under any other Loan Documents to which Debtor is a party. Upon request of the Debtor when all Obligations have been finally paid in full, all Obligations of performance have been satisfied, and all commitments of FirstMerit Bank and the Lenders have been terminated, FirstMerit Bank shall upon Debtor's request, 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 FirstMerit Bank to any such obligation is or must be rescinded or returned by FirstMerit 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 FirstMerit 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 FirstMerit Bank had not been made and such release had not been executed.

With respect to any Trademark Collateral material to the business of Debtor, Debtor will not (i) sell, assign (by operation of law or otherwise), license or otherwise dispose of any such Trademark Collateral, except as expressly permitted by the Loan Documents; (ii) create or suffer to exist any Liens on, or with respect to, any such Trademark Collateral; (iii) abandon any registration of such Trademark Collateral; or (iv) take any other action in connection with any such Trademark Collateral that could materially impair the value of the interests or rights of Debtor or FirstMerit in, to or under such Trademark Collateral.

This Agreement and the other Loan Documents contain the entire agreement of the parties with respect to the subject matter of this Agreement and supersede all previous understandings and agreements relating to the subject matter hereof, and no oral agreement whatsoever, whether made contemporaneously herewith or hereafter shall amend, modify or otherwise affect the terms of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument. This Agreement may be signed by facsimile signatures or other electronic

delivery of an image file reflecting the execution hereof, and, if so signed: (i) may be relied on by each party as if the document were a manually signed original and (ii) will be binding on each party for all purposes.

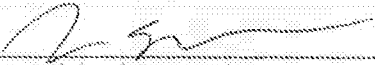
This Agreement has been delivered in conjunction with the security interest granted to FirstMerit Bank under the Guaranty and Collateral Agreement. The rights and remedies of FirstMerit Bank with respect to the security interest granted herein are without prejudice to, and are in addition to those set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

All rights and liabilities hereunder shall be governed and limited by and construed in accordance with the local laws of the State of Illinois (without regard to conflicts of law principles that would result in the application of the laws of any state other than the State of Illinois).

[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, INC.

By: 
Name: Michael Bernstein
Title: Vice President

FIRSTMERIT BANK, N.A.

By: _____
Name: Jacqueline M. Hopkins
Title: Managing Director

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

PARTNERS & SIMONS, INC.

By: _____

Name: Michael Bernstein

Title: Vice President

FIRSTMERIT BANK, N.A.

By: _____

Jacqueline Hopkins

Name: Jacqueline M. Hopkins

Title: Managing Director

SCHEDULE A

Trademarks

<u>Trademark</u>	<u>Trademark Number</u>	<u>Issue Date</u>	<u>Application Date</u>
REFORM READINESS	4,132,472	April 24, 2012	June 14, 2010

Sch. A-1

20103532v.2

RECORDED: 06/30/2015

TRADEMARK
REEL: 005564 FRAME: 0998