

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM406992

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Management Health Systems, LLC		11/27/2016	Limited Liability Company: DELAWARE
MHSI Holdings, LLC		11/27/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Brightwood Loan Services LLC, as Agent		
Street Address:	810 Seventh Avenue, 26th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2481701	MED PRO STAFFING & DIRECT PLACEMENT	
Registration Number:	3465673	MEDPRO	
Registration Number:	3377780	MEDPRO	
Registration Number:	4862637	MEDPRO HEALTHCARE STAFFING	
CORRESPONDENCE DATA			
Fax Number:	6142243246		
<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:	6144621093		
Email:	ipdocketcolumbus@icemiller.com		
Correspondent Name:	Ice Miller LLP		
Address Line 1:	1500 Broadway, Suite 2401		
Address Line 4:	New York, NEW YORK 10036		
NAME OF SUBMITTER:	Barbara Bacon		
SIGNATURE:	/Barbara Bacon/		
DATE SIGNED:	11/30/2016		
Total Attachments: 6			

OP \$115.00 2481701

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of November 27, 2016, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of Brightwood Loan Services LLC, in its capacity as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, “Agent”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 27, 2016 (as the same may be amended, restated, supplemented and/or modified from time to time, the “Credit Agreement”), by and among Management Health Systems, LLC, a Delaware limited liability company, the other persons party thereto that are designated as Credit Parties, Agent and the Lenders from time to time party thereto, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Agent (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Guaranty and Security Agreement”), to guarantee the Obligations (as defined in the Credit Agreement) of each Credit Party (other than such Grantor); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Intellectual Property Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with Agent as follows:

Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Grant of Security Interest in Intellectual Property. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Agent for the benefit of the Secured Parties, and grants to Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the “Intellectual Property Collateral”):

(a) all of its Trademarks, including, without limitation, those referred to on Schedule 1 hereto;

(b) all of its Internet Domain Names;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark;

(d) all reissues, reexaminations, continuations, continuations in part, divisionals, renewals and extensions of any of the foregoing; and

(e) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Guaranty and Security Agreement. The security interest granted pursuant to this Intellectual Property Security Agreement is granted in conjunction with the security interest granted to Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with any Intellectual Property subject to a security interest hereunder.

Counterparts. This Intellectual Property Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Governing Law. THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN ALL MATTERS ARISING OUT OF, IN CONNECTION WITH OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ITS VALIDITY, INTERPRETATION, CONSTRUCTION, PERFORMANCE AND ENFORCEMENT (INCLUDING, WITHOUT LIMITATION, ANY CLAIMS SOUNDING IN CONTRACT OR TORT LAW ARISING OUT OF THE SUBJECT MATTER HEREOF AND ANY DETERMINATIONS WITH RESPECT TO POST-JUDGMENT INTEREST).

NOTHING CONTAINED IN THIS SECTION 6 SHALL AFFECT THE RIGHT OF AGENT OR ANY LENDER TO SERVE PROCESS IN ANY OTHER

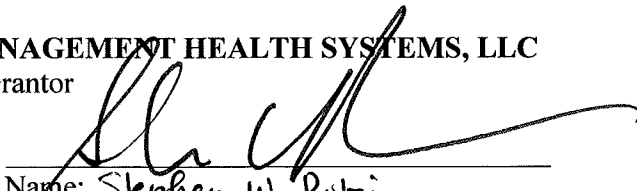
MANNER PERMITTED BY APPLICABLE REQUIREMENTS OF LAW OR
COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY
CREDIT PARTY IN ANY OTHER JURISDICTION.

[Signature pages follow]

IN WITNESS WHEREOF, each Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


MANAGEMENT HEALTH SYSTEMS, LLC
as Grantor

By: _____


Name: Stephen W. Rubin
Title: Vice President

MHSI HOLDINGS, LLC
as Grantor

By: _____

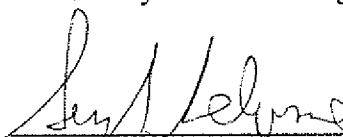

Name: Stephen W. Rubin
Title: Vice President

[Signature page to Intellectual Property Security Agreement]

ACCEPTED AND AGREED
as of the date first above written:

BRIGHTWOOD LOAN SERVICES LLC,
as Agent

By: 
Name: Damien Dwin
Title: Duly Authorized Signatory

By: 
Name: Sengal Selassie
Title: Duly Authorized Signatory

[Signature page to Intellectual Property Security Agreement]

TRADEMARK
REEL: 005930 FRAME: 0624

SCHEDULE 1
TO
INTELLECTUAL PROPERTY SECURITY AGREEMENT

Trademark

Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
Management Health Systems, Inc.	RN: 2481701 SN: 75885735	MED PRO STAFFING & DIRECT PLACEMENT 
Management Health Systems, Inc.	RN: 3465673 SN: 77192300	MEDPRO 
Management Health Systems, Inc.	RN: 3377780 SN: 77192333	MEDPRO
Management Health Systems, Inc.	RN: 4862637 SN: 86591276	MEDPRO HEALTHCARE STAFFING 