

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Trademark Rights		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MAGNACARE LLC		09/15/2010	LIMITED LIABILITY COMPANY: NEW YORK
MAGNACARE ADMINISTRATIVE SERVICES, LLC		09/15/2010	LIMITED LIABILITY COMPANY: NEW YORK
RECEIVING PARTY DATA			
Name:	ARES CAPITAL CORPORATION, AS COLLATERAL AGENT		
Street Address:	280 Park Avenue		
Internal Address:	22nd Floor East		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	2056086	MAGNACOMP	
Registration Number:	2056054	MAGNASELECT	
Registration Number:	2027830	MAGNAHEALTH	
Registration Number:	2992287	LISTENING IS PART OF THE PLAN	
Registration Number:	2918843	MAGNACARE	
Registration Number:	2884248	MAGNACARE	
Registration Number:	2849041	WORKING HARD FOR WORKING FAMILIES	
Registration Number:	3671695	EVALUAIDE	
CORRESPONDENCE DATA			
Fax Number:	(617)951-8132		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			

OP \$215.00 2056086

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**TRADEMARK
 REEL: 004278 FRAME: 0657**

Phone: 617-951-8132
Email: linda.salera@bingham.com
Correspondent Name: Linda A. Salera
Address Line 1: 1 Federal Street
Address Line 2: c/o Bingham McCutchen LLP
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
Signature:	/Linda A. Salera/
Date:	09/15/2010

Total Attachments: 6
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**GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "**Agreement**"), effective as of September 15, 2010 is made by MAGNACARE LLC, a New York limited liability company, and MAGNACARE ADMINISTRATIVE SERVICES, LLC, a New York limited liability company, each located at 825 East Gate Boulevard, Garden City, New Jersey 00115 (each, individually, a "**Grantor**" and together, collectively, the "**Grantors**"), in favor of ARES CAPITAL CORPORATION, a Maryland corporation ("**ARCC**"), located at 280 Park Avenue, 22nd Floor East, New York, NY 10017, as collateral agent acting for the benefit of the Secured Parties (as defined in the Credit Agreement referred to below) (in such capacity, "**Collateral Agent**").

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, dated as of September 15, 2010 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**"), among MCH HOLDINGS, INC., a Delaware corporation ("**Parent Guarantor**"), certain Subsidiaries of Parent Guarantor, Subsidiaries of Parent Guarantor hereafter designated as Guarantors pursuant to Section 9.10 of the Credit Agreement, MCH ACQUISITION, INC., a Delaware corporation, MAGNACARE HOLDINGS, INC., a Delaware corporation, the lenders from time to time party thereto (each a "**Lender**" and, collectively, the "**Lenders**"), ARCC, as administrative agent for the Lenders and the Collateral Agent, the Lenders have severally agreed to make Loans to the Borrower (as defined in the Credit Agreement) upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantors and certain other affiliates of Grantor have executed and delivered a Security Pledge Agreement, dated as of September 15, 2010, in favor of the Collateral Agent (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "**Security Pledge Agreement**");

WHEREAS, pursuant to the Security Pledge Agreement, the Grantors pledged and granted to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of its Intellectual Property, including the Trademarks set forth on Schedule A hereto; and

WHEREAS, pursuant to the terms of the Security Pledge Agreement and in furtherance thereof, each Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, each Grantor agrees with the Collateral Agent, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein, terms defined in the Credit Agreement or the Security Pledge Agreement and used herein shall have the meanings given to them in the Credit Agreement or the Security Pledge Agreement, as applicable.

SECTION 2. Grant of Security Interest. Each Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of such Grantor's right, title and interest in, to and under all of its Trademarks including, without limitation, those listed on Schedule A hereto (collectively, the "**Trademark Collateral**"), to the Collateral Agent, for the benefit of the Secured Parties, to secure payment, performance and observance of the Secured Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by each Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Collateral Agent, for the benefit of the Secured Parties, in connection with the Security Pledge Agreement and is expressly subject to the terms and conditions thereof. The Security Pledge Agreement (and all rights and remedies of the Collateral Agent and the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent and the Secured Parties with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Credit Agreement and the Security Pledge Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Pledge Agreement, the terms of the Security Pledge Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts (including by telecopy, facsimile or other electronic transmission), and all of said counterparts taken together shall be deemed to constitute one and the same instrument. The effectiveness of this Agreement, the counterparts hereof and the signatures hereto shall have the same force and effect as manually signed originals and shall be binding on all parties hereto.

SECTION 6. Governing Law. THIS AGREEMENT, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MAGNACARE LLC,
a New York limited liability company,
as Grantor

By: 

Name: James Cusumano

Title: Chief Financial Officer

**MAGNACARE ADMINISTRATIVE SERVICES,
LLC,**
a New York limited liability company,
as Grantor

By: 

Name: James Cusumano

Title: Chief Financial Officer

ARES CAPITAL CORPORATION,
a Maryland corporation,
as Collateral Agent

By: 
Name: R. Kipp deVeer
Title: Authorized Signatory

SCHEDULE A

U.S. Trademark Registrations and Applications

Grantor	Country/State	Mark	Registration No.	Registration Date
MagnaCare LLC	United States	MagnaComp	2056086	4/22/1997
MagnaCare LLC	United States	MagnaSelect	2056054	04/22/1997
MagnaCare LLC	United States	MagnaHealth	2027830	12/31/96
MagnaCare LLC	United States	LISTENING IS PART OF THE PLAN	2992287	9/6/2005
MagnaCare LLC	United States	MagnaCare	2918843	1/18/2005
MagnaCare LLC	United States	MagnaCare and Design	2884248	9/14/2004
MagnaCare LLC	United States	WORKING HARD FOR WORKING FAMILIES	2849041	6/1/2004
MagnaCare LLC	New York	MagnaCare and Design	S14526	4/19/1995
MagnaCare LLC	New Jersey	MagnaCare	TM13240	4/12/1995
MagnaCare LLC	New Jersey	MagnaCare	22294	9/30/2005
MagnaCare LLC	New York	MagnaCare and Design	S-19322	7/18/2005

SCHEDULE A

U.S. Trademark Registrations and Applications

Grantor	Country/State	Mark	Application/ Registration No.	Application/ Registration Date
Magnacare Administrative Services, LLC	United States	Evaluid	3671695	8/25/2009