

## 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
40\86 Advisors, Inc.		09/28/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A., as Agent		
Street Address:	1111 Fannin Street		
Internal Address:	10th Floor		
City:	Houston		
State/Country:	TEXAS		
Postal Code:	77002-6925		
Entity Type:	National Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2960497	40/86	
CORRESPONDENCE DATA			
Fax Number:	2127514864		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Angela M. Amaru c/o Latham & Watkins LLP		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	049646-0078		
NAME OF SUBMITTER:	Angela M. Amaru		
Signature:	/s/ Angela M. Amaru		

CH \$40.00 2960497

Date:

10/03/2012

**Total Attachments: 6**

source=GS- 40\_86 Advisors TSA (Credit) 049646-0078#page1.tif

source=GS- 40\_86 Advisors TSA (Credit) 049646-0078#page2.tif

source=GS- 40\_86 Advisors TSA (Credit) 049646-0078#page3.tif

source=GS- 40\_86 Advisors TSA (Credit) 049646-0078#page4.tif

source=GS- 40\_86 Advisors TSA (Credit) 049646-0078#page5.tif

source=GS- 40\_86 Advisors TSA (Credit) 049646-0078#page6.tif

## TRADEMARK SECURITY AGREEMENT

### (Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, 40186 Advisors, Inc., a Delaware corporation (herein referred to as the “**Lien Grantor**”) owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, CNO Financial Group, Inc. (the “**Company**”), the lenders party thereto, and JPMorgan Chase Bank, N.A., as Agent, are parties to a Credit Agreement dated as of September 28, 2012 (as amended, restated, amended and restated, replaced, refinanced, supplemented or otherwise modified from time to time, the “**Credit Agreement**”);

WHEREAS, pursuant to (i) a Guarantee and Security Agreement dated as of September 28, 2012 (as amended, restated, amended and restated, replaced, refinanced, supplemented or otherwise modified from time to time, the “**Security Agreement**”) among the Company, the Subsidiary Guarantors party thereto and JPMorgan Chase Bank, N.A., as Agent for the Secured Parties referred to therein (in such capacity, together with its successors and assigns in such capacity, the “**Grantee**”), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Lien Grantor has guaranteed certain obligations of the Company and secured such guarantee (the “**Lien Grantor’s Secured Guarantee of the Secured Obligations**”) by granting to the Grantee for the benefit of the Secured Parties a continuing security interest in personal property of the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Trademark Collateral (as defined below); and

WHEREAS, capitalized terms used but not defined herein shall have the meanings given to them in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor grants to the Grantee for the benefit of the Secured Parties, to secure the Lien Grantor’s Secured Guarantee of the Secured Obligations, a continuing security interest in all of the Lien Grantor’s right, title and interest in, to and under the following (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 acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by the Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement) to which the Lien Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third

parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Lien Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Lien Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing;

*provided* that intent-to-use Trademark applications are excluded from the Trademarks Collateral solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications or any registrations that issue therefrom under applicable United States federal law.

The Lien Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in the Grantee's name, from time to time, in the Grantee's reasonable discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral, in accordance with the Security Agreement, any and all appropriate action which the Lien Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Security Agreement or the Credit Agreement, the Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Security Agreement. The Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

[SIGNATURE PAGES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 28 day of SEPTEMBER.

40186 ADVISORS, INC.

By: Erik M. Holding  
Name: Erik M. Holding  
Title: Senior Vice President and Treasurer

Acknowledged

JPMORGAN CHASE BANK, N.A.,  
as Agent

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to Trademark Security Agreement]

TRADEMARK  
REEL: 004872 FRAME: 0747

STATE OF INDIANA

) ss.:

COUNTY OF MARION

I, ELIZABETH A. SAMPLE, a Notary Public in and for said County, in the State afore said, DO HEREBY CERTIFY, that Erik M. Holding, Senior Vice President and Treasurer of 40186 ADVISORS, INC. (the "Lien Grantor"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered said instrument as her/his own free and voluntary act and as the free and voluntary act of said Lien Grantor, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 25<sup>th</sup> day of SEPTEMBER

[Seal]

Elizabeth A. Sample

Signature of notary public

My Commission expires 8-15-2013


IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 28 day of SEPTEMBER.

**40186 ADVISORS, INC.**

By: \_\_\_\_\_  
Name: Erik M. Holding  
Title: Senior Vice President and Treasurer

Acknowledged

JPMORGAN CHASE BANK, N.A.,  
as Agent

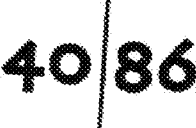
By:   
Name: Melvin Jackson  
Title: Executive Director

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004872 FRAME: 0749**

40186 ADVISORS, INC.

U.S. TRADEMARK REGISTRATIONS

TRADEMARK	REG. NO.	REG. DATE
	2960497	6/7/2005

U.S. TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.