## TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: **NEW ASSIGNMENT** NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

#### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		12/12/2012	Bank: UNITED STATES

#### **RECEIVING PARTY DATA**

Name:	MMM Holdings, Inc.
Street Address:	Torre Chardon, 250 Chardon Ave., Ste 500
City:	San Juan
State/Country:	PUERTO RICO
Postal Code:	00918-2101
Entity Type:	CORPORATION: PUERTO RICO

## PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3748991	PMC GOLD CARD
Registration Number:	3748994	MMM GOLD CARD
Registration Number:	3750665	SÚPER NIETO
Registration Number:	3622050	МММ
Registration Number:	3649859	PMC MEDICARE CHOICE
Serial Number:	77701969	WHERE HEALTH AND NOW CONNECT
Serial Number:	77701948	YOUR CONNECTION TO HEALTH
Serial Number:	77701931	INNOVAMD
Serial Number:	77700106	SÚPER NIETA
Serial Number:	77591093	INFO MED
Serial Number:	77591099	INFO MED
Serial Number:	77965239	INFOMED
Serial Number:	77966245	INFO MED MMM
Serial Number:	85029902	MSO OF PUERTO RICO, INC.

**TRADEMARK** 

REEL: 004943 FRAME: 0751

#### **CORRESPONDENCE DATA**

**Fax Number**: 8668265420

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: 301-638-0511

Email: penelope@ipresearchplus.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue, Ste 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	496960-015 (COS1-38326)
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	01/15/2013

Total Attachments: 6 source=38326#page1.tif source=38326#page2.tif source=38326#page3.tif source=38326#page4.tif source=38326#page5.tif source=38326#page6.tif

#### RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this "Release") is made as of December 12, 2012 granted by Bank of America, N.A., in its capacity as administrative agent (the "Administrative Agent") pursuant to that certain Credit Agreement dated as of April 14, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among MMM Holdings, Inc., a Puerto Rico corporation, ("MMM"), NAMM Holdings, Inc., a Delaware corporation ("NAMM"), the lenders and other parties thereto from time to time and the Administrative Agent (capitalized terms used herein have the meanings attributed thereto in the Credit Agreement unless otherwise defined herein) in favor of MMM and MSO of Puerto, Rico, Inc. ("MSO") (each a "Pledgor" and together the "Pledgors").

WHEREAS, pursuant to the terms and conditions of that certain Security Agreement dated as of April 14, 2010, among the Administrative Agent, MMM as Pledgor and the other parties thereto (as amended, supplemented or otherwise modified, the "Security Agreement"), the Pledgor granted and pledged to the Administrative Agent a continuing security interest in and to the Collateral, as collateral security for the payment and performance in full when due of the Obligations;

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement dated as of April 14, 2010 (as amended, supplemented or otherwise modified, the "2010 Trademark Security Agreement"), between MMM as Pledgor and the Administrative Agent, that certain Supplemental Trademark Security Agreement dated as of December 7, 2010 (as amended supplemented or otherwise modified, the "Supplemental Trademark Security Agreement") between MMM and MSO as Pledgors and the Administrative Agent, and that certain Trademark Security Agreement dated as of April 4, 2012 (as amended, supplemented or otherwise modified, the "2012 Trademark Security Agreement", and together with the 2010 Trademark Security Agreement and the Supplemental Trademark Security Agreement the "Intellectual Property Security Agreements"), between MMM as Pledgor and the Administrative Agent, each applicable Pledgor pledged to the Administrative Agent a continuing security interest in all of its right, title and interest in certain Collateral including, without limitation, the trademark registrations and applications set forth on Schedule I hereto together with the goodwill associated therewith (collectively, the "Trademarks");

**WHEREAS** the 2010 Trademark Security Agreement has been recorded with the Trademarks Division of the United States Patent and Trademark Office on April 15, 2010 at Reel 004186 and Frame 0111;

**WHEREAS** the Supplemental Trademark Security Agreement has been recorded with the Trademarks Division of the United States Patent and Trademark Office on December 7, 2010 at Reel 004427 and Frame 0301:

WHEREAS the 2012 Trademark Security Agreement has been recorded with the Trademarks Division of the United States Patent and Trademark Office on April 18, 2012 at Reel 004759 and Frame 0635; and

**NOW, THEREFORE**, in acknowledgement that the Obligations have been repaid in full, the Administrative Agent hereby terminates the Security Agreement and each of the Intellectual Property Security Agreements insofar as it relates to the Trademarks, and hereby terminates, cancels, repledges, reassigns and releases any and all security interests it has against the Trademarks, together with the goodwill associated with such Trademarks, and all Proceeds (as defined in the Security Agreement) of any and all of the foregoing, without warranty or recourse.

If and to the extent the Administrative Agent has acquired any right, title or interest to any of the Trademarks, it hereby assigns and transfers such rights, title or interest to each applicable Pledgor.

The Administrative Agent shall take all further actions, and provide to each applicable Pledgor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by such Pledgor to more fully and effectively effectuate the purposes of this Release.

This Release shall be construed in accordance with and governed by the law of the State of New York.

(signature page follows)

IN WITNESS WHEREOF, the Administrative Agent has caused this Release of Security Interest in Trademarks to be executed and delivered by its duly authorized offer as of the date first set forth above.

BANK OF AMERICA, N.A., as Administrative Agent

By:

Name: Anthea Del Bianco
Title: Vice President

Release of Security Interests in Trademarks

## SCHEDULE I

# I. Covered by 2010 Trademark Security Agreement

## **Trademark Registrations:**

OWNER	USPTO REGISTRATION NUMBER	TRADEMARK
MMM Holdings, Inc.	3748991	PMC GOLD CARD & design
MMM Holdings, Inc.	3748994	MMM GOLD CARD & design
MMM Holdings, Inc.	3750665	SUPER NIETO
MMM Holdings, Inc.	3622050	MMM & design
MMM Holdings, Inc.	3649859	PMC MEDICARE CHOICE & design

## **Trademark Applications:**

OWNER	APPLICATION NUMBER	TRADEMARK
MMM Holdings, Inc.	77701969	WHERE HEALTH
		AND NOW
		CONNECT
MMM Holdings, Inc.	77701948	YOUR
_		CONNECTION TO
		HEALTH
MMM Holdings, Inc.	77701931	INNOVAMD
MMM Holdings, Inc.	77700106	SUPER NIETA
MMM Holdings, Inc.	77591093	INFO MED & design
MMM Holdings, Inc.	77591099	INFO MED

# II. Covered by Supplemental Trademark Security Agreement

Trademark Registrations:

None

Trademark Applications:

OWNER	NUMBER	TRADEMARK
MMM Holdings, Inc.	77965239	INFO MED & design

OWNER	APPLICATION NUMBER	TRADEMARK
MMM Holdings, Inc.	77966245	INFO MED & design
MSO of Puerto Rico, Inc.	85029902	MSO OF PUERTO RICO, INC.

# III. Covered by 2012 Trademark Security Agreement

Trademark Registrations:

None

## **Trademark Applications:**

**RECORDED: 01/16/2013** 

OWNER	APPLICATION NUMBER	TRADEMARK
MMM Holdings, Inc.	85-422110	PR HEALTH
		CONNECTIVITY
		EXPO and Design