

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
MAGNACARE LLC		01/17/2014	LIMITED LIABILITY COMPANY: NEW YORK
MAGNACARE ADMINISTRATIVE SERVICES, LLC		01/17/2014	LIMITED LIABILITY COMPANY: NEW YORK
MAGNACARE ANCILLARY SERVICES, LLC		01/17/2014	LIMITED LIABILITY COMPANY: NEW YORK

RECEIVING PARTY DATA

Name:	ARES CAPITAL CORPORATION, AS ADMINISTRATIVE AGENT
Street Address:	245 PARK AVENUE
Internal Address:	44TH FLOOR
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10167
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3671695	EVALUAIDE
Registration Number:	2884248	MAGNACARE
Registration Number:	2918843	MAGNACARE
Registration Number:	2849041	WORKING HARD FOR WORKING FAMILIES
Registration Number:	2056086	MAGNACOMP
Registration Number:	2056054	MAGNASELECT
Registration Number:	4381410	ACCOUNTABLE PROVIDER SOLUTIONS

CORRESPONDENCE DATA

Fax Number: 2138308743

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 213-680-6400  
Email: kimberley.lathrop@bingham.com  
Correspondent Name: KIMBERLEY A. LATHROP  
Address Line 1: BINGHAM MCCUTCHEN LLP  
Address Line 2: 355 SOUTH GRAND AVENUE  
Address Line 4: LOS ANGELES, CALIFORNIA 90071

ATTORNEY DOCKET NUMBER:	3321625.368203
NAME OF SUBMITTER:	Kimberley A. Lathrop
Signature:	/Kimberley A. Lathrop/
Date:	01/17/2014

**Total Attachments: 5**  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 17, 2014 (this "Trademark Security Agreement"), is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of Ares Capital Corporation, as Administrative Agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

## WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of January 17, 2014, (as the same may be amended, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among MC Merger Sub Corp., a Delaware corporation (the "Initial Borrower"; the Initial Borrower, together with its permitted assigns, including MCH Holdings, Inc., a Delaware corporation ("MagnaCare") from and after the consummation of the Closing Date Assumption, the "Borrower"), the other Credit Parties party thereto, Ares Capital Corporation, a Maryland corporation (in its individual capacity, "Ares Capital"), as Administrative Agent for the several financial institutions from time to time party thereto (collectively, the "Lenders" and individually each a "Lender"), General Electric Capital Corporation, a Delaware corporation, as Revolver Agent for itself as a Revolving Lender (including as Swingline Lender) and the other Revolving Lenders, the Lenders and the L/C Issuers 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 party hereto has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Administrative 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 the Borrower; 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 Trademark Security Agreement;

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

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. 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 pledges and grants to Administrative 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 "Trademark Collateral"):

- (a) all of its Trademarks referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) 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.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark 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.

Section 4. 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 their Trademarks subject to a security interest hereunder.

Section 5. Counterparts. This Trademark 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.

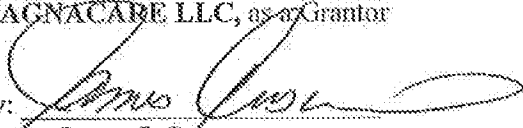
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

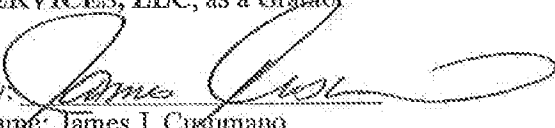
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

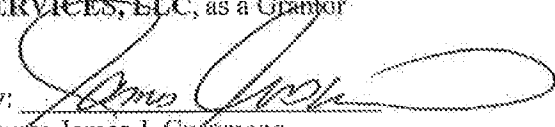
MAGNACARE LLC, as a Grantor

By:   
Name: James J. Casumano  
Title: Treasurer

MAGNACARE ADMINISTRATIVE SERVICES, LLC, as a Grantor

By:   
Name: James J. Casumano  
Title: Treasurer


MAGNACARE ANCILLARY SERVICES, LLC, as a Grantor

By:   
Name: James J. Casumano  
Title: Treasurer

[Signature Page to Trademark Security Agreement]

ACCEPTED AND AGREED  
as of the date first above written:

ARES CAPITAL CORPORATION,  
as Administrative Agent

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

{Signature Page to Trademark Security Agreement}

**TRADEMARK**  
**REEL: 005196 FRAME: 0293**

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

TRADEMARK	REGISTRATION NUMBER	REGISTRATION DATE	OWNER	COUNTRY
EVALUAIDE	3671695	08/25/2009	MagnaCare Administrative Services, LLC	USA
MAGNACARE	2884248	09/14/2004	MagnaCare LLC	USA
MAGNACARE	2918843	01/18/2005	MagnaCare LLC	USA
WORKING HARD FOR WORKING FAMILIES	2849041	06/01/2004	MagnaCare LLC	USA
MAGNACOMP	2056086	04/22/1997	MagnaCare LLC	USA
MAGNASELECT	2056054	04/22/1997	MagnaCare LLC	USA
ACCOUNTABLE PROVIDER SOLUTIONS	4381410	08/06/2013	MagnaCare Ancillary Services, LLC	USA

2. TRADEMARK APPLICATIONS

None.