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01-14-2003



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U.S. DEPARTMENT OF  
Patent and Trademark

1-14-03

Tab settings DDD

To the Honorable Commissioner of Patents 102337171

attached original documents or copy thereof.

1. Name of conveying party(ies):  
MagnaCare LLC

- Individual(s)  Association
- General Partnership  Limited Partnership
- Corporation-State
- Other New York Limited Liability Company

Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

General Electric Capital Corporation, as Agent

Internal Address: \_\_\_\_\_

Street Address : 500 West Monroe Street

City: Chicago State: IL Zip: 60661

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_

- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation State Delaware

Other \_\_\_\_\_

If assignee is not domiciled in the United States, a designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

- Assignment  Merger
- Security Agreement  Change of Name
- Other \_\_\_\_\_

Execution Date: December 31, 2002

4. Application number(s) or trademark

A. Trademark Application No.(s)  
- NONE -

B. Trademark Registration  
2056086 2027830 2056054

Additional numbers attached? NO

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Rebecca L. Foley

**RETURN TO:**

**FEDERAL RESEARCH CORP**

**1030 15<sup>th</sup> STREET NW**

Street Address: **SUITE 920**

**WASHINGTON DC**

City: \_\_\_\_\_ Stat \_\_\_\_\_ ZIP \_\_\_\_\_

01/15/2003 6TON11 00000060 2056086

6. Total number of applications and registrations 3

7. Total fee (37 CFR 3.41)..... \$ 90.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number: \_\_\_\_\_

(Attach duplicate copy of this page if paying by deposit account)

01 FC:8521 40.00 OP  
02 FC:8522 50.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.

*To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true of the original document.*

Rebecca L. Foley  
Name of Person

Rebecca L. Foley  
Signature

01/09/03  
Date

Total number of pages including cover sheet, attachments, and 6

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

## TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of December 31, 2002, by MAGNACARE LLC, New York limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor and certain of its Affiliates as Borrowers, the other Persons named therein as Credit Parties, Agent, the other Persons named therein as Agents and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Agent and Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Borrowers party thereto;

WHEREAS, Agent and Lenders are willing to make the Loans and other financial accommodations and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date hereof (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein, including in the preamble and recitals above, have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks (other than any application to register any Trademark prior to the filing under applicable law of a verified statement of use for such Trademark) including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

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

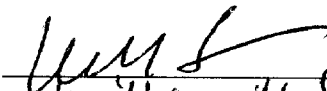
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and 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.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, 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.

MAGNACARE LLC, a New York limited liability company

By:   
Name: William M. S.  
Title: President & CEO

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION, as Agent

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

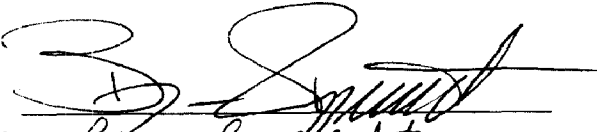
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**MAGNACARE LLC**, a New York limited liability company

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

ACCEPTED AND ACKNOWLEDGED BY:

**GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation,  
as Agent

By:   
Name: Bryan Ruppel  
Title: Duly Authorized Signatory

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

1. Trademarks:

<b>Mark</b>	<b>Reg. No. Reg. Date</b>	<b>Owner</b>
MAGNACOMP	2056086 4/22/97	MagnaCare LLC
MAGNAHEALTH	2027830 12/31/96	MagnaCare LLC
MAGNASELECT	2056054 4/22/97	MagnaCare LLC
MAGNACARE	New York S14526 4/19/95	MagnaCare LLC
MAGNACARE	New Jersey TM13240 4/12/95	MagnaCare LLC

2. Trademark Applications:

<b>Mark</b>	<b>Serial No. Filing Date</b>	<b>Owner</b>
MAGNACORP	74/680392 05/26/1992	MagnaCare LLC
MAGNACARE MANAGED HEALTHCARE PROGRAMS	74/320068 10/05/1992	MagnaCare LLC