1/23/04

07-29-2004

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

RE

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

CDOC, Inc.

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other

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

2. Name and Address of receiving party(ies)

Name: Bank of America, N.A.

Internal Address:

Street Address: 100 North Tyron Street

City: Charlotte State: NC Zip: 28255

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State:
☒ Other National Association

If assignee is not domiciled in the United States, a domestic representative 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: June 22, 2004

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

See Attached

B. Trademark Registration No.(s)

See Attached

Additional number(s) attached ☒ Yes ☐ No

JUL 23 AM 7:48
CPR/FINANCE

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

Name: Intellectual Property Docketing

Internal Address: SHEARMAN & STERLING LLP

Street Address: 599 Lexington Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 64

7. Total fee (37 CFR 3.41)..... $ 1615.00

☒ Enclosed
☒ Authorized to be charged to deposit account

8. If check is missing or otherwise insufficient, charge deposit account number:

50-0324

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

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 copy of the original document.

Keum A. Yoon	[signature]	July 21, 2004
Name of Person Signing	Signature	Date

Total number of pages including cover sheet, attachments, and document: 11

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

07/26/2004 ECOOPER 00000003 2533803
01 FC:8521 40.00 OP
02 FC:8522 1575.00 OP

NYDOCS04/406481.1

Continuation of Trademark Recordation Form Cover Sheet

U.S. TRADEMARK REGISTRATIONS

Trademark	Reg. No.	Reg. Date
Accident Secure	2,533,803	1/29/2002
Advantage VUL	2,424,783	1/30/2001
Bankers Health Advantage	2,706,395	4/15/2003
BenefitNow Account	2,634,755	10/15/2002
Benefits Made Easy @ Work	2,720,923	6/3/2003
Care Saver	2,703,944	4/8/2003
Classic Growth Plus	2,373,309	8/1/2000
Conseco Advantage Plus	2,726,596	6/17/2003
Conseco Advantage Variable Annuity	2,271,074	8/17/1999
Conseco Benefits Made Easy @ Work & Design	2,720,923	6/3/2003
Conseco	2,339,735	4/11/2000
Conseco	2,729,387	6/24/2003
Conseco Choice	2,434,140	3/6/2001
Conseco Classic Choice	2,638,426	10/22/2002
Conseco Fieldhouse	2,742,201	7/29/2003
Conseco Fieldhouse Indianapolis And Design	2,742,202	7/29/2003
Conseco Fund Group	2,255,292	6/22/1999
Conseco Leads	2,588,257	7/2/2002
Conseco Marketing Partners Group	2,737,403	7/15/2003
Conseco Preference	2,687,142	2/11/2003
Conseco Protection Annuity	2,628,798	10/1/2002
Conseco Savers Plan	2,775,002	
Conseco Simple Index Annuity	2,632,714	10/8/2002
Conseco Solutions	2,629,094	10/1/2002
Conseco Supplemental Health	2,255,287	6/22/1999
Conseco Term	2,492,243	9/25/2001
Conseco Term Ultra	2,647,964	11/12/2002
Conseco TLC Annuity	2,659,774	12/10/2002
Conseco University	2,424,588	1/30/2001
ConsecoMed	2,302,783	12/21/1999

Dental Secure	2,480,477	8/21/2001
Eagle Classic	2,095,415	9/9/1997
GUL 2000	2,528,954	1/15/2002
GUL 3000	2,497,587	10/16/2001
Hallmark	1,941,582	12/12/1995
HeartCare	1,615,687	7/23/1991
Helping Hands Benefit Rider	2,530,747	1/15/2002
Inter/Med	1,384,646	2/25/1986
Life Operations	2,062,440	5/20/1997
Life Trend CTV	2,420,831	1/16/2001
Med IV	2,452,571	5/22/2001
Multibucket Annuity	2,413,656	12/19/2000
Performance Matters Associates	2,605,236	8/6/2002
Secureplan	1,860,519	10/25/1994
Survivor Choice	2,675,533	1/14/2003
Team Conseco and Design	2,843,364	
The Annuity Edge	2,482,563	8/28/2001
The Conseco Edge	2,467,109	7/10/2001
The Conseco Manager	2,434,139	3/6/2001
The Conseco Option	2,679,800	1/28/2003
We Specialize in Seniors	2,700,204	3,25,2003
Lamar Life Double L Design	846,452	3/19/1968
[redacted]	[redacted]	[redacted]
Continuation Life	1,484,571	4/12/1988
Stable Reserve	1,513,898	11/22/1988
Whitehall	1,450,026	7/28/1987

U.S. TRADEMARK APPLICATIONS

Trademark	Serial No.	Date Filed
Codelinks	76/091,277	7/18/2000
Conseco Secure	76/406,866	5/8/2002
De Un Paso Adelante	76/347,515	8/27/2002
Forget Me Not	76/091,277	
Investment Allocat	76/542,635	
Liveright	76/352,946	12/28/2001
Watson and Design	76/413,742	5/29/2002
Lifesarts.com	76/309,562	6/1/2003
Plant a See of Hope	76/556,922	

NO ADDITIONAL PAGES

TRADEMARK SECURITY AGREEMENT

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

WHEREAS, CDOC, 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, Conseco, Inc. (the "**Company**"), the Lenders party thereto, and Bank of America, N.A., as Agent, are parties to a Credit Agreement dated as of June 22, 2004 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"); and

WHEREAS, pursuant to (i) a Guarantee and Security Agreement dated as of June 22, 2004 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**") among the Company, the Subsidiary Guarantors party thereto and Bank of America, 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 such 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);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor grants to the Grantee, 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, or 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, or 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 foregoing security interests, to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity and enforceability of such intent-to-use trademark applications 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 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 WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 22 day of June, 2004.

CDOC, INC.

By: _____
Name: Daniel J. Murphy
Title: Senior Vice President and Treasurer

Acknowledged:

BANK OF AMERICA, N.A.,
as Agent

By: _____
Name:
Title:

NYDOCS04/404968

STATE OF INDIANA)
)ss.:
COUNTY OF HAMILTON)

I, Rosalie J. Clark, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Daniel J. Murphy, Senior Vice President and Treasurer of CDOC, INC. (the "**Lien Grantor**"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Senior Vice President and Treasurer, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the 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 21st day of June, 2004.

[Seal]

Rosalie J. Clark
Signature of notary public
My Commission expires 9-11-08

NYDOCS04/404968

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 22 day of June, 2004.

CDOC, INC.

By: _____
Name:
Title:

Acknowledged:

BANK OF AMERICA, N.A.,
as Agent

By: Molly J. Oxford
Name: Molly J. Oxford
Title: Vice President

NYDOCS04/404968

Schedule 1
to Trademark
Security Agreement

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Lifesarts.com	76/309,562	6/1/2003
Plant a See of Hope	76/556,922	

TRADEMARK LICENSES

Name of Agreement	Parties Licensor/ Licensee	Date of Agreement	Subject Matter
Trademark License Agreement	Licensors: Conseco, Inc. and CDOC, Inc. Licensee: Conseco Funding, Ltd.	7/17/1998	*Mark as follows:* CONSECO Reg. #2,020,988
Trademark License Agreement	Licensors: Conseco, Inc. and CDOC, Inc. Licensee: Conseco Strategic Income Fund	5/29/1998	*Mark as follows:* CONSECO Reg. #2,020,988
Trademark License Agreement	Licensors: Conseco, Inc. and CDOC, Inc. Licensee: Conseco Funding Corp.	7/15/1998	*Mark as follows:* CONSECO Reg. #2,020,988