

7/23/04

07-29-2004

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

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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): Conseco Services, LLC
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other Indiana limited liability company
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)
76/537,429
Additional number(s) attached Yes No

B. Trademark Registration No.(s)
See Attached
JUL 23 AM 7:49
OPR/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: 19
7. Total fee (37 CFR 3.41) \$ 215.00
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
Name of Person Signing
Signature
July 21, 2004
Date

Total number of pages including cover sheet, attachments, and document: 14

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

07/26/2004 ECDOPER 00000023 76537429

01 FC:8521 40.00 OP
02 FC:8522 175.00 OP

Continuation of Trademark Recordation Form Cover Sheet

Continuation of Box 4:

Registration Numbers

2,020,988	2,627,483	2,737,403	2,823,613
2,518,396	2,472,633	2,510,311	

NO ADDITIONAL PAGES

TRADEMARK SECURITY AGREEMENT

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

WHEREAS, Conseco Services, LLC, an Indiana limited liability company (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.

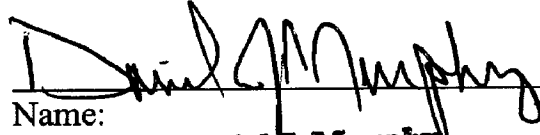
The Lien Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in the Grantee's name, from time to time, in the Grantee's reasonable 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.

CONSECO SERVICES, LLC

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

Acknowledged:

BANK OF AMERICA, N.A.,
as Agent

By: _____
Name:
Title:

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 CONSECO SERVICES, LLC (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

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.

CONSECO SERVICES, LLC

By: _____
Name:
Title:

Acknowledged:

BANK OF AMERICA, N.A.,
as Agent

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

NYDOCS04/404969

TRADEMARK
REEL: 003016 FRAME: 0321

U.S. TRADEMARK REGISTRATIONS

Trademark	Reg. No.	Reg. Date
Conseco	2,020,988	12/3/1996
Conseco & Design (Box Icon)	2,518,396	12/11/2001
Conseco Step Up & Design	2,627,483	10/1/2002
Stair Step Design	2,472,633	7/31/2001
Conseco Marketing Partners Group	2,737,403	7/15/2003
Miscellaneous Design (stair step)	2,510,311	11/20/2001
Step Up	2,823,613	3/16/2004

U.S. TRADEMARK APPLICATIONS

Trademark	Serial No.	Date Filed
Security Builder	76/537,429	7/22/2003

TRADEMARK LICENSES

NAME OF AGREEMENT	PARTIES LICENSOR/ LICENSES	DATE OF AGREEMENT	SUBJECT MATTER
Trademark License Agreement	Licensor: Conseco Services, LLC Licensee: Conseco Life Insurance Company of New York	4/1/2001	<u>Marks as follows:</u> CONSECO Reg. #2,020,988 and Reg. #2,339,735 Conseco "Steps" Performance Mark Application Serial # 75/441,269 (Reg. #2,472,633)
Trademark License Agreement	Licensor: Conseco Services, LLC Licensee: Red Rock Insurance Agency	12/10/2001	<u>Marks as follows:</u> CONSECO Reg. #2,020,988 and Reg. #2,339,735 Conseco "Steps" Performance Mark Application Serial # 75/441,269 (Reg. #2,472,633)

NAME OF AGREEMENT	PARTIES LICENSOR/ LICENSEES	DATE OF AGREEMENT	SUBJECT MATTER
Trademark License Agreement	Licensor: Conseco Services, LLC Licensee: Elite Marketing Group	8/27/2001	<u>Marks as follows:</u> CONSECO Reg. #2,020,988 and Reg. #2,339,735 Conseco "Steps" Performance Mark Application Serial # 75/441,269 (Reg. #2,472,633)
Trademark License Agreement	Licensor: Conseco Services, LLC Licensee: Emrick Insurance Agency	3/28/2001	<u>Marks as follows:</u> CONSECO Reg. #2,020,988 and Reg. #2,339,735 Conseco "Steps" Performance Mark Application Serial # 75/441,269 (Reg. #2,472,633)
Trademark License Agreement	Licensor: Conseco Services, LLC Licensee: First Financial Marketing Services, Inc.	8/23/2001	<u>Marks as follows:</u> CONSECO Reg. #2,020,988 and Reg. #2,339,735 Conseco "Steps" Performance Mark Application Serial # 75/441,269 (Reg. #2,472,633)
Trademark License Agreement	Licensor: Conseco Services, LLC Licensee: Flexible Insurance Plans, Inc.	9/19/2001	<u>Marks as follows:</u> CONSECO Reg. #2,020,988 and Reg. #2,339,735 Conseco "Steps" Performance Mark Application Serial # 75/441,269 (Reg. #2,472,633)

NAME OF AGREEMENT	PARTIES LICENSOR/ LICENSEES	DATE OF AGREEMENT	SUBJECT MATTER
Trademark License Agreement	Licensor: Conseco Services, LLC Licensee: Cutler and Associates, Inc.	3/26/2002	<u>Marks as follows:</u> CONSECO Reg. #2,020,988 and Reg. #2,339,735 Conseco "Steps" Performance Mark Application Serial # 75/441,269 (Reg. #2,472,633)
Trademark License Agreement	Licensor: Conseco Services, LLC Licensee: CAPMAR	9/26/2001	<u>Marks as follows:</u> CONSECO Reg. #2,020,988 and Reg. #2,339,735 Conseco "Steps" Performance Mark Application Serial # 75/441,269 (Reg. #2,472,633)
Trademark License Agreement	Licensor: Conseco Services, LLC Licensee: Capitol Marketing Insurance	7/17/2000	<u>Marks as follows:</u> CONSECO Reg. #2,020,988 and Reg. #2,339,735 Conseco "Steps" Performance Mark Application Serial # 75/441,269 (Reg. #2,472,633)
Trademark License Agreement	Licensor: Conseco Services, LLC Licensee: Bensalem Marketing Group	3/21/2001	<u>Marks as follows:</u> CONSECO Reg. #2,020,988 and Reg. #2,339,735 Conseco "Steps" Performance Mark Application Serial # 75/441,269 (Reg. #2,472,633)

NAME OF AGREEMENT	PARTIES LICENSOR/ LICENSES	DATE OF AGREEMENT	SUBJECT MATTER
Trademark License Agreement	Licensor: Conseco Services, LLC Licensee: The Barrett Company	8/19/2001	<u>Marks as follows:</u> CONSECO Reg. #2,020,988 and Reg. #2,339,735 Conseco "Steps" Performance Mark Application Serial # 75/441,269 (Reg. #2,472,633)
Trademark License Agreement	Licensor: Conseco Services, LLC Licensee: Insurance Products Marketing	4/18/2000	<u>Marks as follows:</u> CONSECO Reg. #2,020,988 and Reg. #2,339,735 Conseco "Steps" Performance Mark Application Serial # 75/441,269 (Reg. #2,472,633)
Trademark License Agreement	Licensor: Conseco Services, LLC Licensee: Trinity Insurance Marketing	6/23/2000	<u>Marks as follows:</u> CONSECO Reg. #2,020,988 and Reg. #2,339,735 Conseco "Steps" Performance Mark Application Serial # 75/441,269 (Reg. #2,472,633)
Trademark License Agreement	Licensor: Conseco Services, LLC Licensee: Lead Masters	8/10/2001	<u>Marks as follows:</u> CONSECO Reg. #2,020,988 and Reg. #2,339,735 Conseco "Steps" Performance Mark Application Serial # 75/441,269 (Reg. #2,472,633)

NAME OF AGREEMENT	PARTIES LICENSOR/ LICENSEES	DATE OF AGREEMENT	SUBJECT MATTER
Trademark License Agreement	Licensor: Conseco Services, LLC Licensee: Lifeco, Inc.	8/13/2001	<u>Marks as follows:</u> CONSECO Reg. #2,020,988 and Reg. #2,339,735 Conseco "Steps" Performance Mark Application Serial # 75/441,269 (Reg. #2,472,633)
Trademark License Agreement	Licensor: Conseco Services, LLC Licensee: Light American	6/7/2000	<u>Marks as follows:</u> CONSECO Reg. #2,020,988 and Reg. #2,339,735 Conseco "Steps" Performance Mark Application Serial # 75/441,269 (Reg. #2,472,633)
Trademark License Agreement	Licensor: Conseco Services, LLC Licensee: McNerney Management Group, Inc.	4/23/2002	<u>Marks as follows:</u> CONSECO Reg. #2,020,988 and Reg. #2,339,735 Conseco "Steps" Performance Mark Application Serial # 75/441,269 (Reg. #2,472,633)
Trademark License Agreement	Licensor: Conseco Services, LLC Licensee: Pacific Equity Partners	6/27/2000	<u>Marks as follows:</u> CONSECO Reg. #2,020,988 and Reg. #2,339,735 Conseco "Steps" Performance Mark Application Serial # 75/441,269 (Reg. #2,472,633)

NAME OF AGREEMENT	PARTIES LICENSOR/ LICENSEES	DATE OF AGREEMENT	SUBJECT MATTER
Trademark License Agreement	Licensor: Conseco Services, LLC Licensee: Performance Marketing	8/9/2001	<u>Marks as follows:</u> CONSECO Reg. #2,020,988 and Reg. #2,339,735 Conseco "Steps" Performance Mark Application Serial # 75/441,269 (Reg. #2,472,633)
Trademark License Agreement	Licensor: Conseco Services, LLC Licensee: Southern Insurance	11/15/2000	<u>Marks as follows:</u> CONSECO Reg. #2,020,988 and Reg. #2,339,735 Conseco "Steps" Performance Mark Application Serial # 75/441,269 (Reg. #2,472,633)
Trademark License Agreement	Licensor: Conseco Services, LLC Licensee: Senior Benefit Services	3/28/2001	<u>Marks as follows:</u> CONSECO Reg. #2,020,988 and Reg. #2,339,735 Conseco "Steps" Performance Mark Application Serial # 75/441,269 (Reg. #2,472,633)
Trademark License Agreement	Licensor: Conseco Services, LLC Licensee: Pegasus Insurance Group	7/11/2001	<u>Marks as follows:</u> CONSECO Reg. #2,020,988 and Reg. #2,339,735 Conseco "Steps" Performance Mark Application Serial # 75/441,269 (Reg. #2,472,633)

NAME OF AGREEMENT	PARTIES LICENSOR/ LICENSES	DATE OF AGREEMENT	SUBJECT MATTER
Trademark License Agreement	Licensor: Conseco Services, LLC Licensee: The AIP Group	7/11/2001	<u>Marks as follows:</u> CONSECO Reg. #2,020,988 and Reg. #2,339,735 Conseco "Steps" Performance Mark Application Serial # 75/441,269 (Reg. #2,472,633)
Trademark License Agreement	Licensor: Conseco Services, LLC Licensee: J.D. Aiken Co.	7/11/2001	<u>Marks as follows:</u> CONSECO Reg. #2,020,988 and Reg. #2,339,735 Conseco "Steps" Performance Mark Application Serial # 75/441,269 (Reg. #2,472,633)
Trademark License Agreement	Licensor: Conseco Services, LLC Licensee: Carl A. Levinson & Associates	7/11/2001	<u>Marks as follows:</u> CONSECO Reg. #2,020,988 and Reg. #2,339,735 Conseco "Steps" Performance Mark Application Serial # 75/441,269 (Reg. #2,472,633)