

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
MP TotalCare, inc.		09/30/2005	CORPORATION: FLORIDA

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association as Administrative Agent
Street Address:	301 South College Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288-0737
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2879332	MP TOTALCARE
Registration Number:	2953388	"MY PARTNER FOR A BETTER LIFE"
Registration Number:	2466788	DIABETIBOOKSTORE
Registration Number:	2454896	LIFE'S LITTLE HELPERS
Registration Number:	2466787	DIABETICCOOKBOOK
Registration Number:	2273136	DIABETIC.COM THE DIABETIC SUPERSTORE
Serial Number:	78561096	MPTC
Serial Number:	78553486	TOTALCARE DIABETES PROGRAM
Serial Number:	78553574	TOTALCARE EDUCATION
Serial Number:	78553646	TOGETHER A PARTNERSHIP IN HEALTH
Serial Number:	78240021	

CORRESPONDENCE DATA

Fax Number: (202)728-0744
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

900034140

**TRADEMARK
 REEL: 003176 FRAME: 0192**

CH \$290.00 2879332

Phone: 2027216405
Email: christine.wilson@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10017

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	10/17/2005

Total Attachments: 5
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Trademark Security Agreement

Trademark Security Agreement, dated as of September 30, 2005, by MP TotalCare, Inc. (the "Pledgor"), in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, the Pledgor is party to a Second Lien Guarantee and Collateral Agreement of even date herewith (the "Second Lien Guarantee and Collateral Agreement") in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Second Lien Guarantee and Collateral Agreement and used herein have the meaning given to them in the Second Lien Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all goodwill associated with such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

SECTION 3. Second Lien Guarantee and Collateral Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Second Lien Guarantee and Collateral Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Second Lien Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Second Lien Guarantee and Collateral Agreement, the provisions of the Second Lien Guarantee and Collateral Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Loan Document Obligations and termination of the Second Lien Guarantee and Collateral Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.


SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor 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,

MP TOTALCARE, INC.

By: 
Name: Howard R. Dentel
Title: Executive chairman

[Second Lien Trademark Security Agreement]

Accepted and Agreed:

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: Gary R. Wolfe
Name:
Title: **GARY R. WOLFE**
MANAGING DIRECTOR

By: _____
Name:
Title:

[Second Lien Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
MP TotalCare, Inc.	2879332	MP TotalCare®
MP TotalCare, Inc.	2953388	"My partner for a better life."®
MP TotalCare c/o Charterhouse Group Intl.	2466788	DIABETIBOOKSTORE
MP TotalCare c/o Charterhouse Group Intl.	2454896	LIFE'S LITTLE HELPERS
MP TotalCare c/o Charterhouse Group Intl.	2466787	DIABETICCOOKBOOK
MP TotalCare c/o Charterhouse Group Intl.	2273136	DIABETIC.COM THE DIABETIC SUPERSTORE

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
MP TotalCare, Inc.	78/561,096	MPTC SM
MP TotalCare, Inc.	78/553,486	TotalCare Diabetes Program SM
MP TotalCare, Inc.	78/553,574	TotalCare Education SM
MP TotalCare, Inc.	78/553,646	Together: A Partnership in Health SM
MP TotalCare, Inc.	78/240,021	"Hands" symbol in logo