

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY AGREEMENT		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Weyco, Inc.		08/16/2006	CORPORATION: MICHIGAN
RECEIVING PARTY DATA			
Name:	D.B. Zwirn Special Opportunities Fund, L.P., as agent		
Street Address:	745 Fifth Avenue		
Internal Address:	18th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10151		
Entity Type:	LIMITED PARTNERSHIP:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2353797	WEYCO	
Registration Number:	2360139	WEYCO, INC.	
CORRESPONDENCE DATA			
Fax Number:	(212)593-5955		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-756-2388		
Email:	daniel.angel@srz.com		
Correspondent Name:	Daniel Angel, Esq.		
Address Line 1:	919 Third Avenue		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	017962.0030		
NAME OF SUBMITTER:	Daniel Angel, Esq. (017962.0030)		
Signature:	/kc for da/		

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Date:

10/03/2006

**Total Attachments: 4**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Agreement**") made as of this 16th day of August, 2006 by WEYCO, INC., a Michigan corporation ("**Grantor**") in favor of D.B. ZWIRN SPECIAL OPPORTUNITIES FUND, L.P., in its capacity as Administrative Agent for the Lenders party to the Credit Agreement described below ("**Grantee**"):

W I T N E S S E T H

WHEREAS, pursuant to a certain Credit Agreement dated as of December 23, 2004 (as heretofore amended and as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Credit Agreement**") among (i) Meritain Health, Inc., a New York corporation ("**MHI**"), (ii) B&H, Inc., an Ohio corporation ("**B&H**"), (iii) NA Management Corporation, an Ohio corporation ("**NAMC**"), (iv) E-V Benefits Management, Inc., an Ohio corporation ("**EV Benefits**"), (v) Meritain Health Network, Inc., an Ohio corporation ("**MHN**"), (vi) Gateway Health Management Services, Inc., an Ohio corporation ("**Gateway**"), (vii) North American Health Care, Inc., a Delaware corporation ("**Holdings**"), (viii) Prodigy Health Group, Inc., a Delaware corporation ("**PHG**"), (ix) American Health Holding, Inc., an Ohio corporation ("**AHH**"), (x) Grantor, (xi) U.S.-Can-Save, LLC, a Michigan limited liability company ("**USCS**") (MHI, B&H, NAMC, EV Benefits, MHN, Gateway, Holdings, PHG, AHH, Grantor and USCS are each referred to herein as a "**Borrower**" and collectively as the "**Borrowers**"), (xii) Grantee and (xiii) the financial institutions from time to time parties thereto as Lenders (the "**Lenders**"), Lenders have agreed, subject to the satisfaction of certain conditions precedent, to make Loans and other financial accommodations available to the Borrowers; and

WHEREAS, pursuant to the terms of a certain Security Agreement, dated as of December 23, 2004, among Grantor, certain of Grantor's affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all the Obligations (as such term is defined in the Credit Agreement);

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security

Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to 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 created, acquired or arising:

(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

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

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

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

WEYCO, INC., a Michigan corporation

By:   
Name:  
Title:

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Trademark Security Agreement (Weyco)

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**SCHEDULE A**

**TRADEMARK REGISTRATIONS**

<u>Trademark Description</u>	<u>U.S. Registration No.</u>
WEYCO	2,353,797
WEYCO, INC.	2,360,139

**TRADEMARK APPLICATIONS**

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>
None.	