

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|-------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | SECURITY INTEREST |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------|----------|----------------|-------------------------------------|
| MAGNACARE LLC | | 01/30/2007 | LIMITED LIABILITY COMPANY: NEW YORK |

RECEIVING PARTY DATA

| | |
|-----------------|--|
| Name: | CAPITALSOURCE FINANCE LLC, AS ADMINISTRATIVE AGENT |
| Street Address: | 4445 WILLARD AVE., 12TH FLOOR |
| City: | CHEVY CHASE |
| State/Country: | MARYLAND |
| Postal Code: | 20815 |
| Entity Type: | LIMITED LIABILITY COMPANY: DELAWARE |

PROPERTY NUMBERS Total: 7

| Property Type | Number | Word Mark |
|----------------------|---------|-----------------------------------|
| Registration Number: | 2056086 | MAGNACOMP |
| Registration Number: | 2056054 | MAGNASELECT |
| Registration Number: | 2027830 | MAGNAHEALTH |
| Registration Number: | 2992287 | LISTENING IS PART OF THE PLAN |
| Registration Number: | 2918843 | MAGNACARE |
| Registration Number: | 2884248 | MAGNACARE |
| Registration Number: | 2849041 | WORKING HARD FOR WORKING FAMILIES |

CORRESPONDENCE DATA

Fax Number: (312)577-4688
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (312)577-8416
 Email: carole.dobbins@kattenlaw.com
 Correspondent Name: Carole Dobbins c/o Katten Muchin
 Address Line 1: 525 W. Monroe St.

CH \$190.00 2056086

Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER: 330119-00117

NAME OF SUBMITTER: Carole Dobbins

Signature: /Carole Dobbins/

Date: 02/26/2007

Total Attachments: 10

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AMENDED AND RESTATED

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Amended and Restated Intellectual Property Security Agreement, dated as of January 30, 2007 (this "IP Security Agreement") made by MAGNACARE LLC, a New York limited liability company ("MagnaCare"; MagnaCare, including any of its successors or permitted assignees, is referred to herein as the "Grantor"), in favor of CAPITALSOURCE FINANCE LLC, a Delaware limited liability company (in its individual capacity, "CapitalSource"), as administrative agent for the Lenders (CapitalSource, in such capacity, "Agent"). Capitalized terms used in this IP Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Credit Agreement described below.

RECITALS

WHEREAS, the Grantor, MagnaCare Administrative Services, LLC, a New York limited liability company ("MagnaCareAdministrative"), MagnaCare Holdings, Inc., a Delaware corporation ("Holdings"; Holdings, together with Grantor and MagnaCare Administrative are sometimes hereinafter referred to individually as a "Credit Party" and collectively as the "Credit Parties"), Agent and the financial institutions from time to time party thereto (the "Lenders") are parties to that certain Amended and Restated Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), which, without constituting a novation, amends and restates in its entirety that certain Credit Agreement dated as of January 28, 2005 among Agent, the financial institutions party thereto and each Credit Party (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Existing Credit Agreement"), and pursuant to which the Lenders have agreed, subject to the satisfaction of certain conditions precedent, to make and continue in effect Loans and other financial accommodations available to Grantor and MagnaCare Administrative;

WHEREAS, in order to secure its Obligations (as defined in the Original Credit Agreement) under the Original Credit Agreement, the Grantor granted to Agent, certain liens and security interests, pursuant to that certain Intellectual Property Security Agreement dated as of January 28, 2005 between Grantor and Agent (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Original IP Security Agreement"); and

WHEREAS, it is a condition precedent to the continued availability of such Loans and other financial accommodations under the Credit Agreement that Grantor shall have granted the security interests contemplated by this Agreement in order to secure the payment and performance of the Obligations.

NOW, THEREFORE, in consideration of the willingness of the Agent and the Lenders to enter into the Credit Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to the Grantor and MagnaCare Administrative pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties hereto hereby agree to amend and restate the Original IP Security Agreement, without constituting a novation, as follows:

1. Grant of Security Interest. To secure the Grantor's prompt, punctual and faithful payment of the Loans and the performance of all and each of the Grantor's Obligations under the Credit Agreement, the Grantor hereby grants to Agent, for the ratable benefit of the Lenders, a continuing security interest in all of the right, title and interest of such Grantor in and to any and all of the following collateral, whether now owned or hereafter acquired, but excluding any Intellectual Property for which the granting of a security interest therein would terminate, invalidate, void, cancel or abandon such Intellectual Property (the "IP Collateral"):

(a) The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, set forth on Schedule A attached hereto (collectively, the "Copyrights");

(b) The U.S. and foreign patents and patent applications set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the "Trademarks");

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names");

(e) Any and all claims and causes of action for past, present or future infringement of any of the IP Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the IP Collateral;

(f) Any and all licenses or rights granted under any of the IP Collateral, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights; and

(g) Any and all amendments, renewals, extensions, reissues and replacements of any of the IP Collateral.

2. Requested Recordation. The Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents, Copyrights and Trademarks (and any state, foreign or other authority to which this IP Security Agreement is submitted) file and record this IP Security Agreement (and any corresponding or separate forms of such jurisdiction) in order to publicly reflect the interests of the Agent and the Lenders in the IP Collateral.

3. Assignment. Upon the occurrence and during the continuance of an Event of Default, the Grantor shall execute and deliver to Agent an absolute assignment transferring its entire right, title, and interest in and to the IP Collateral to the Agent, for the ratable benefit of the Lenders.

4. Power of Attorney. The Grantor hereby irrevocably grants to the Agent, for the ratable benefit of the Lenders, a power of attorney, to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of such Grantor, from time to time in the Agent's

discretion, to take any action and to execute any instrument that the Agent may reasonably deem necessary or advisable to accomplish the purposes of this IP Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in the sole discretion of the Agent and the Lenders and without first obtaining such Grantor's approval thereof or signature thereto) Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate and as otherwise permitted herein, to include references to any registered intellectual property (or application or license therefor) acquired by such Grantor after the execution hereof or to delete any reference to any IP Collateral in which such Grantor no longer has or claims any right, title or interest;

(b) To execute any document required to acknowledge, register or perfect the interest of the Agent and the Lenders in any part of the IP Collateral without the signature of such Grantor unless prohibited by applicable law; and

(c) Upon the occurrence and during the continuation of an Event of Default, to (i) endorse the respective Grantor's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the IP Collateral, (ii) take any other actions with respect to the IP Collateral as Agent deems to be in the best interest of Agent, (iii) grant or issue any exclusive or non-exclusive license under the IP Collateral to anyone or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the IP Collateral to anyone.

The foregoing power of attorney is coupled with an interest and is irrevocable until the obligations secured hereby have been unconditionally and indefeasibly paid or performed in full and the Credit Agreement has been terminated.

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the IP Collateral will revert to each of the Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Credit Agreement. Upon any such termination, the Agent (at the Grantors' request and sole expense) will promptly execute and deliver to the Grantors (with such customary representations and warranties from a secured lender releasing its lien as Grantor may reasonably request) such documents as the Grantors may reasonably request and as are provided to the Agent to evidence such termination.

6. Newly Registered Copyrights, Patents and Trademarks. Each Grantor hereby agrees to provide the Agent, for the ratable benefit of the Lenders, every three (3) months, a schedule of newly registered Copyrights, Patents and Trademarks (if any).

7. Miscellaneous.

(a) This IP Security Agreement has been entered into in conjunction with the provisions of the Credit Agreement and the security interest granted to the Agent, for the ratable benefit of the Lenders, under that certain Security Agreement dated as of January 28, 2005 by and among the Credit Parties and Agent, for the benefit of the Lenders (the "Security Agreement"). The rights and remedies of the Grantors and the Agent with respect to the security interests granted therein are in addition and without prejudice to those set forth in the Security

Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this IP Security Agreement are deemed to conflict with the Security Agreement or the other Loan Documents, the provisions of the Security Agreement or the other Loan Documents shall govern.


(b) This IP Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

[Remainder of Page Intentionally Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

GRANTOR:

MAGNACARE LLC, a New York limited liability company

By: 
Name: William M. Seltzer
Title: CEO

AGENT:

CAPITALSOURCE FINANCE LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Agreement as of the date first written above.

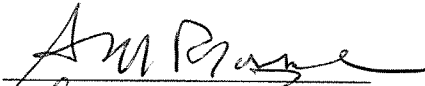
GRANTOR:

MAGNACARE LLC, a New York limited liability company

By: _____
Name: _____
Title: _____

AGENT:

CAPITALSOURCE FINANCE LLC, a Delaware limited liability company

By: 
Name: Gregory Browne
Title: Managing Director

SCHEDULE A

COPYRIGHT COLLATERAL

Registered Copyrights

None

Pending Copyright Applications

None

SCHEDULE B

PATENT COLLATERAL

Registered Patents

| <u>Jurisdiction</u> | <u>Title</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|---------------------|--------------|-------------------------|--------------------------|
| None | | | |

Pending Patent Applications

None

SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademarks

| <u>Jurisdiction</u> | <u>Title</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|---------------------|--------------------------------------|-------------------------|--------------------------|
| US PTO | MagnaComp | 2056086 | 4/22/1997 |
| US PTO | MagnaSelect | 2056054 | 4/22/1997 |
| UP PTO | MagnaHealth | 2027830 | 12/31/96 |
| US PTO | LISTENING IS PART OF THE PLAN | 2992287 | 9/6/05 |
| US PTO | MagnaCare | 2918843 | 1/18/05 |
| US PTO | MagnaCare and Design | 2884248 | 9/14/04 |
| US PTO | WORKING HARD FOR WORKING FAMILIES | 2849041 | 6/1/04 |
| New York | MagnaCare and Design | S14526 | 4/19/1995 |
| New Jersey | MagnaCare | TM13240 | 4/12/1995 |
| New Jersey | MagnaCare | 22294 | 9/30/05 |
| New York | MagnaCare and Design | S-19322 | 7/18/05 |

Pending Trademark Applications

None

Trademark Licenses

None

SCHEDULE D

DOMAIN NAMES

| Domain Name | Registered Owner |
|--------------------|-------------------------|
| MAGNACARE.NET | MagnaCare LLC |
| PCMS-MAGNACARE.COM | MagnaCare LLC |
| MAGNACARE.COM | MagnaCare LLC |
| MAGNAPOST.COM | MagnaCare LLC |