

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MDVIP, Inc.		07/07/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Procter & Gamble Company		
Street Address:	One Procter & Gamble Plaza		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45202		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2999462	MDVIP	
Registration Number:	2999461	MDVIP	
Registration Number:	3331556	MYMDVIP	
Registration Number:	3376500	MY MD VIP	
CORRESPONDENCE DATA			
Fax Number:	(202)778-5047		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	202-662-5188		
Email:	trademarks@cov.com		
Correspondent Name:	Bingham B. Leverich, Esq.		
Address Line 1:	1201 Pennsylvania Avenue, N.W.		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
ATTORNEY DOCKET NUMBER:	010786.00088		
NAME OF SUBMITTER:	Cheryl L. Fountain/Paralegal Specialist		

CH \$115.00 2999462

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TRADEMARK  
REEL: 003815 FRAME: 0701

Signature:

/cherylfountain/

Date:

07/15/2008

Total Attachments: 4

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of July 7, 2008, is made by MDVIP, INC., a Delaware corporation (the "Grantor") in favor of THE PROCTER & GAMBLE COMPANY (the "Lender") pursuant to that certain Loan and Security Agreement, dated as of the date hereof, between the Grantor and the Lender (as amended, amended and restated, supplemented, restated, replaced, refinanced or otherwise modified from time to time, the "Loan Agreement"). Capitalized terms not otherwise defined herein have the meanings ascribed to them in the Loan Agreement.

WHEREAS, pursuant to the Loan Agreement, the Grantor is granting a security interest to the Lender in certain Collateral, including the Trademarks set forth on Schedule A hereto.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and the Lender hereby agree as follows:

### Section 1 Grant of Security Interest.

As security for the prompt and complete payment and performance when due of all of the Obligations, the Grantor does hereby grant to the Lender, a continuing security interest in all of the right, title and interest of the Grantor, in, to and under all Trademarks, whether now existing or hereafter from time to time acquired.

Schedule A hereto contains a true and accurate list of all of the Grantor's United States Trademark applications and registrations as of the date hereof.

The security interest granted hereby is granted in conjunction with the security interest granted to the Lender under the Loan Agreement. The rights and remedies of the Lender with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement (which is deemed incorporated by reference herein) and those which are now or hereafter available to the Lender as a matter of law or equity. The exercise by the Lender of any one or more of the rights, powers or remedies provided for in this Agreement, in the Loan Agreement, or now or hereafter existing at law or in equity shall not preclude the simultaneous or later exercise by any person, including the Lender, of any or all other rights, powers or remedies.

The security interest granted hereunder secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts that constitute part of the Obligations and that would be owed by the Grantor to the Lender under the Loan Documents but for the fact that such Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving the Borrower or any of its Subsidiaries.

Section 2 Modifications. This Agreement or any provision hereof may not be changed, waived, or terminated except in accordance with the amendment provisions of the Loan Agreement. Notwithstanding the foregoing, the Grantor authorizes the Lender, upon notice to the Grantor, to modify this Agreement in the name of and on behalf of the Grantor without obtaining the Grantor's signature to such modification, to the extent that such modification constitutes an amendment of Schedule A, to add any right, title or interest in any Trademark owned or subsequently acquired by the Grantor. The Grantor additionally agrees to execute any additional agreement or amendment hereto as may be required under the terms of the Loan Agreement, to subject any such owned or subsequently acquired right, title or interest in any Trademark to the liens and perfection created or contemplated hereby or by the Loan Agreement.

Section 3 Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to conflict of law principles that would result in the application of any law other than the laws of the State of New York.


Section 4 Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The Grantor may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Lender.

Section 5 Delivery. Delivery of an executed signature page of this Agreement or any document or instrument delivered in connection herewith by facsimile transmission or electronic PDF shall be effective as delivery of a manually executed counterpart.

[Remainder of page intentionally left blank.]



IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

MDVIP, INC.,  
as the Grantor

By:   
Name: Darin Engelhardt  
Title: President

[Signature Page-Trademark Security Agreement]

Schedule A  
to Trademark Security Agreement

Mark	Reg. No. / Ser. No.	Date Registered/Filed
MDVIP	2999462	Registered September 27, 2005
MDVIP and Design 	2999461	Registered September 27, 2005
MDVIPNET	N/A	Abandoned - No Statement of Use March 26, 2006
MYMDVIP MYMDVIP	3331556	Registered January 29, 2008
MYMDVIP and Design 	3376500	Registered January 29, 2008