

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.		03/31/2010	CORPORATION: FLORIDA
CCS Medical, Inc.		03/31/2010	CORPORATION: FLORIDA
RECEIVING PARTY DATA			
Name:	Cantor Fitzgerald Securities, as Administrative Agent		
Street Address:	110 East 59th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	LIMITED PARTNERSHIP: NEW YORK		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2879332	MP TOTALCARE	
Registration Number:	2953388	"MY PARTNER FOR A BETTER LIFE"	
Registration Number:	3002599		
Registration Number:	3125927	TOGETHER A PARTNERSHIP IN HEALTH	
Registration Number:	3574790	CCS MEDICAL	
Registration Number:	3585454	PIMS	
CORRESPONDENCE DATA			
Fax Number:	(212)728-8111		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-728-8000		
Email:	ipdept@willkie.com		
Correspondent Name:	Fara Sunderji c/o Willkie Farr & Gallagh		
Address Line 1:	787 Seventh Avenue		
Address Line 4:	New York, NEW YORK 10019		

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900158740

**TRADEMARK
 REEL: 004179 FRAME: 0253**

ATTORNEY DOCKET NUMBER:	119365.00001
NAME OF SUBMITTER:	Fara Sunderji
Signature:	/farasunderji/
Date:	04/02/2010
Total Attachments: 6 source=CCS_ Trademark Security Agreement - First Lien EXECUTED #page1.tif source=CCS_ Trademark Security Agreement - First Lien EXECUTED #page2.tif source=CCS_ Trademark Security Agreement - First Lien EXECUTED #page3.tif source=CCS_ Trademark Security Agreement - First Lien EXECUTED #page4.tif source=CCS_ Trademark Security Agreement - First Lien EXECUTED #page5.tif source=CCS_ Trademark Security Agreement - First Lien EXECUTED #page6.tif	

Trademark Security Agreement

Trademark Security Agreement, dated as of March 31, 2010, by MP TOTALCARE, INC. and CCS MEDICAL, INC. (individually, a “Pledgor”, and, collectively, the “Pledgors”), in favor of Cantor Fitzgerald Securities, in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Pledgors are party to a First Lien Guarantee and Collateral Agreement of even date herewith (the “Guarantee and Collateral Agreement”) in favor of the Administrative Agent pursuant to which the Pledgors are 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 Pledgors hereby agree with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Guarantee and Collateral Agreement and used herein have the meaning given to them in the 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. 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 Guarantee and Collateral Agreement and Pledgors hereby acknowledge and affirm 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 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 Guarantee and Collateral Agreement, the provisions of the 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 Guarantee and Collateral Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgors 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, each 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: Stephen Saft
Name: Stephen M. Saft
Title: Authorized Officer

CCS MEDICAL, INC.

By: Stephen Saft
Name: Stephen M. Saft
Title: Authorized Officer

Accepted and Agreed:

CANTOR FITZGERALD SECURITIES,

as Administrative Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement (First Lien)]

TRADEMARK
REEL: 004179 FRAME: 0257

IN WITNESS WHEREOF, each 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:
Title:

CCS MEDICAL, INC.

By: _____
Name:
Title:

Accepted and Agreed:

CANTOR FITZGERALD SECURITIES,

as Administrative Agent

By: _____
Name:
Title:

By: _____
Name: James Bond
Title: Chief Operating Officer



SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
MP TotalCare, Inc.	2,879,332	MP TOTALCARE
MP TotalCare, Inc.	2,953,388	"MY PARTNER FOR A BETTER LIFE"
MP TotalCare, Inc.	3,002,599	Design Only (Hands Design)
MP TotalCare, Inc.	3,125,927	TOGETHER A PARTNERSHIP IN HEALTH
CCS MEDICAL, INC.	3,574,790	CCS MEDICAL and Design

OWNER	REGISTRATION NUMBER	TRADEMARK
CCS MEDICAL, INC.	3,585,454	PIMS