

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

|                                  |  |                                  |                      |
|----------------------------------|--|----------------------------------|----------------------|
| <b>SUBMISSION TYPE:</b>          | NEW ASSIGNMENT   |                                  |                      |
| <b>NATURE OF CONVEYANCE:</b>     | Trademark Security Agreement   |                                  |                      |
| <b>CONVEYING PARTY DATA</b>      |  |                                  |                      |
| <b>Name</b>                      | <b>Formerly</b>  | <b>Execution Date</b>            | <b>Entity Type</b>   |
| MP Totalcare, Inc.               |  | 03/31/2010                       | CORPORATION: FLORIDA |
| CCS Medical, Inc.                |  | 03/31/2010                       | CORPORATION: FLORIDA |
| <b>RECEIVING PARTY DATA</b>      |  |                                  |                      |
| <b>Name:</b>                     | Cantor Fitzgerald Securities, as Administrative Agent                                |                                  |                      |
| <b>Street Address:</b>           | 110 East 59th Street   |                                  |                      |
| <b>City:</b>                     | New York   |                                  |                      |
| <b>State/Country:</b>            | NEW YORK   |                                  |                      |
| <b>Postal Code:</b>              | 10022  |                                  |                      |
| <b>Entity Type:</b>              | LIMITED PARTNERSHIP: NEW YORK  |                                  |                      |
| <b>PROPERTY NUMBERS Total: 6</b> |  |                                  |                      |
| <b>Property Type</b>             | <b>Number</b>  | <b>Word Mark</b>                 |                      |
| 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                             |                      |
| <b>CORRESPONDENCE DATA</b>       |  |                                  |                      |
| <b>Fax Number:</b>               | (212)728-8111  |                                  |                      |
|                                  | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> |                                  |                      |
| <b>Phone:</b>                    | 212-728-8000   |                                  |                      |
| <b>Email:</b>                    | ipdept@willkie.com   |                                  |                      |
| <b>Correspondent Name:</b>       | Fara Sunderji c/o Willkie Farr & Gallagh   |                                  |                      |
| <b>Address Line 1:</b>           | 787 Seventh Avenue   |                                  |                      |
| <b>Address Line 4:</b>           | New York, NEW YORK 10019   |                                  |                      |

CH \$165.00 2879332

|   |                |
|---|----------------|
| ATTORNEY DOCKET NUMBER:   | 119365.00001   |
| NAME OF SUBMITTER:  | Fara Sunderji  |
| Signature:  | /farasunderji/ |
| Date:   | 04/02/2010     |
| <b>Total Attachments: 6</b><br>source=CCS_ Trademark Security Agreement - Second Lien EXECUTED #page1.tif<br>source=CCS_ Trademark Security Agreement - Second Lien EXECUTED #page2.tif<br>source=CCS_ Trademark Security Agreement - Second Lien EXECUTED #page3.tif<br>source=CCS_ Trademark Security Agreement - Second Lien EXECUTED #page4.tif<br>source=CCS_ Trademark Security Agreement - Second Lien EXECUTED #page5.tif<br>source=CCS_ Trademark Security Agreement - Second 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 Second 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 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 Sift  
Name: Stephen M. Sift  
Title: Authorized officer

CCS MEDICAL, INC.

By: Stephen Sift  
Name: Stephen M. Sift  
Title: Authorized officer

Accepted and Agreed:

CANTOR FITZGERALD SECURITIES,  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

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

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<br>TOTALCARE                        |
| MP TotalCare, Inc. | 2,953,388           | "MY PARTNER<br>FOR A BETTER<br>LIFE"   |
| MP TotalCare, Inc. | 3,002,599           | Design Only<br>(Hands Design)          |
| MP TotalCare, Inc. | 3,125,927           | TOGETHER A<br>PARTNERSHIP<br>IN HEALTH |
| CCS MEDICAL, INC.  | 3,574,790           | CCS MEDICAL<br>and Design              |

| OWNER             | REGISTRATION<br>NUMBER | TRADEMARK |
|-------------------|------------------------|-----------|
| CCS MEDICAL, INC. | 3,585,454              | PIMS      |