

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
MMM Holdings, Inc.		04/14/2010	CORPORATION: PUERTO RICO
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	100 North Tryon Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 11			
Property Type	Number	Word Mark	
Registration Number:	3748991	PMC GOLD CARD	
Registration Number:	3748994	MMM GOLD CARD	
Registration Number:	3750665	SÚPER NIETO	
Registration Number:	3622050	MMM	
Registration Number:	3649859	PMC MEDICARE CHOICE	
Serial Number:	77701969	WHERE HEALTH AND NOW CONNECT	
Serial Number:	77701948	YOUR CONNECTION TO HEALTH	
Serial Number:	77701931	INNOVAMD	
Serial Number:	77700106	SÚPER NIETA	
Serial Number:	77591093	INFO MED	
Serial Number:	77591099	INFO MED	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		

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TRADEMARK
REEL: 004186 FRAME: 0111

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

NAME OF SUBMITTER:	Jean Paterson
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Signature:	/jep/
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Date:	04/15/2010
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Total Attachments: 6

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source=4-15-10 MMM Holdings-TM#page2.tif
source=4-15-10 MMM Holdings-TM#page3.tif
source=4-15-10 MMM Holdings-TM#page4.tif
source=4-15-10 MMM Holdings-TM#page5.tif
source=4-15-10 MMM Holdings-TM#page6.tif

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

MMM Holdings, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Puerto Rico
☐ Other _____

Citizenship (see guidelines) USA - Puerto Rico

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) as of April 14, 2010

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: Bank of America, N.A. as Administrative Agent

Internal

Address: _____

Street Address: 100 North Tryon Street

City: Charlotte

State: NC

Country: USA Zip: 28255

- ☒ Association Citizenship USA - Federal
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

77701969, 77701948, 77701931, 77700106, 77591093, 77591099

B. Trademark Registration No.(s)

3748991, 3748994, 3750665, 3622050, 3649859

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Maureen P. Murphy, Legal Assistant

Internal Address: CAHILL GORDON & REINDEL LLP

Street Address: 80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: 212-701-3283

Fax Number: 212-378-2440

Email Address: mmurphy@cahill.com

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Maureen P. Murphy
Signature

April 14, 2010

Date

MAUREEN P. MURPHY

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Trademark Security Agreement

Trademark Security Agreement, dated as of April 14, 2010 by MMM Holdings, Inc. (the “Pledgor”), in favor of BANK OF AMERICA, N.A., 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 Puerto Rico Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Puerto Rico Security 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 PR 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 Puerto Rico Security Agreement and used herein have the meaning given to them in the Puerto Rico Security 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 PR 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 (other than Excluded Property).

SECTION 3. Puerto Rico Security 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 Puerto Rico Security 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 Puerto Rico Security 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 Puerto Rico Security Agreement, the provisions of the Puerto Rico Security Agreement shall control unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the non-contingent PR Secured Obligations and termination of the Puerto Rico Security 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.

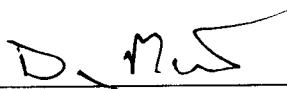
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[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,

MMM HOLDINGS, INC.

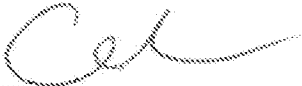
By: 
Name: Douglas Malton
Title: Vice President

[Trademark Security Agreement]

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: _____


Name: Charles D. Graber
Title: Vice President

[Trademark Security Agreement]

TRADEMARK
REEL: 004186 FRAME: 0117

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	USPTO REGISTRATION NUMBER	TRADEMARK
MMM Holdings, Inc.	3748991	PMC GOLD CARD & design
MMM Holdings, Inc.	3748994	MMM GOLD CARD & design
MMM Holdings, Inc.	3750665	SUPER NIETO
MMM Holdings, Inc.	3622050	MMM & design
MMM Holdings, Inc.	3649859	PMC MEDICARE CHOICE & design

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
MMM Holdings, Inc.	77701969	WHERE HEALTH AND NOW CONNECT
MMM Holdings, Inc.	77701948	YOUR CONNECTION TO HEALTH
MMM Holdings, Inc.	77701931	INNOVAMD
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