

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademark Rights

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CAPITALSOURCE FINANCE LLC, AS ADMINISTRATIVE AGENT		09/15/2010	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	MAGNACARE LLC
Street Address:	825 East Gate Boulevard
City:	Garden City
State/Country:	NEW YORK
Postal Code:	11530
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK

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

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 Correspondent Name: Linda A. Salera
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OP \$190.00 2056086

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Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Linda A. Salera
Signature:	/Linda A. Salera/
Date:	09/15/2010

Total Attachments: 4
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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this "Termination and Release"), is entered into as of September 15, 2010 by **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company with a place of business at 4445 Willard Ave., 12th Floor, Chevy Chase, Maryland 20815, as administrative agent for certain lenders (the "Administrative Agent") in connection with the grant of security interests in certain trademarks by **MAGNACARE LLC**, a New York limited liability company with an address of 825 East Gate Boulevard, Garden City, New York 11530 (the "Assignor"), in favor of the Administrative Agent.

WITNESSETH:

WHEREAS, the Assignor entered into (i) an agreement with the Administrative Agent which was recorded in the Trademark Division of the United States Patent and Trademark Office on February 26, 2007 at Reel 3488, Frame 0349 and (ii) an agreement with the Administrative Agent which was recorded in the Trademark Division of the United States Patent and Trademark Office on April 25, 2007 at Reel 3529, Frame 0119; in each case, for the purpose of providing certain trademarks as collateral security for the payment and performance of certain obligations of the Assignor to the Administrative Agent; and

WHEREAS, the Administrative Agent, now desires to terminate and release the entirety of its security interests in the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby agrees as follows:

1. Definitions. The term "***Trademark Collateral***", as used herein, shall mean all of the Assignor's right, title and interest of every kind and nature as of the date hereof in all of the Assignor's trademarks (including, without limitation, those trademarks and trademark registrations listed on Schedule A hereto).

2. Release of Security Interest. The Administrative Agent hereby (i) terminates, cancels, releases and discharges all of its security interests it has against the Trademark Collateral without representation, warranty or recourse of any kind or nature, and (ii) reassigns any right, title and interest it may have in, to and under the Trademark Collateral to the Assignor.


3. Further Assurances. The Administrative Agent shall, at Assignor's sole cost and expense, and without representation, warranty or recourse, take all further actions, and provide to the Assignor, its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Assignor to more fully and effectively effectuate the purposes of this Termination and Release.

4. Governing Law. THIS TERMINATION AND RELEASE, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

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IN WITNESS WHEREOF, the undersigned has caused this Termination and Release to be duly executed and delivered by its respective officers thereunto duly authorized as of the day and year first above written.

CAPITALSOURCE FINANCE LLC,
as Administrative Agent

By: 
Name: Christopher J. Blagg
Title: Authorized Signatory

SCHEDULE A

TRADEMARKS AND TRADEMARK REGISTRATIONS

<u>Jurisdiction</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
USPTO	MagnaComp	2056086	4/22/1997
USPTO	MagnaSelect	2056054	04/22/1997
USPTO	MagnaHealth	2027830	12/31/96
USPTO	LISTENING IS PART OF THE PLAN	2992287	9/6/05
USPTO	MagnaCare	2918843	1/18/05
USPTO	MagnaCare and Design	2884248	9/14/04
USPTO	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