

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		12/07/2010	CORPORATION: PUERTO RICO
MSO of Puerto Rico, Inc.		12/07/2010	CORPORATION: PUERTO RICO
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Administrative Agent		
Street Address:	100 North Tyron Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	Association: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77965239	INFOMED	
Serial Number:	77966245	INFO MED MMM	
Serial Number:	85029902	MSO OF PUERTO RICO, INC.	
CORRESPONDENCE DATA			
Fax Number:	(202)408-3141		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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		
ATTORNEY DOCKET NUMBER:	600923-005		

CH \$90.00 77965239

900178114

**TRADEMARK
 REEL: 004427 FRAME: 0301**

NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	12/07/2010
Total Attachments: 6 source=12-7-10 MMM Holdings-TM#page1.tif source=12-7-10 MMM Holdings-TM#page2.tif source=12-7-10 MMM Holdings-TM#page3.tif source=12-7-10 MMM Holdings-TM#page4.tif source=12-7-10 MMM Holdings-TM#page5.tif source=12-7-10 MMM Holdings-TM#page6.tif	

Supplemental Trademark Security Agreement

Supplemental Trademark Security Agreement, dated as of December 7, 2010 by MMM HOLDINGS, INC. and MSO OF PUERTO RICO, INC. (individually, a “Pledgor”, and, collectively, the “Pledgors”), 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, dated as of April 14, 2010 (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 Supplemental Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Pledgor agrees 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 Supplemental 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 Supplemental 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 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 Supplemental Trademark Security Agreement.

SECTION 5. Counterparts. This Supplemental 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 Supplemental Trademark Security Agreement by signing and delivering one or more counterparts.


SECTION 6. Governing Law. This Supplemental Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Supplemental 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 Supplemental 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

MSO OF PUERTO RICO, INC.

By: 
Name: Douglas Malton
Title: Vice President

[Supplemental Trademark Security Agreement]

Accepted and Agreed:

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

By: Alysa Traker
Name: Alysa Traker
Title: VP

[Supplemental Trademark Security Agreement]

SCHEDULE I
to
SUPPLEMENTAL TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
MMM Holdings, Inc.	77965239	INFO MED & de- sign
MMM Holdings, Inc.	77966245	INFO MED & de- sign
Mso of Puerto Rico, Inc.	85029902	MSO OF PUERTO RICO, INC.