

**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
CDOC, Inc.		12/21/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	Morgan Stanley Senior Funding Inc.
Street Address:	201 South Main St, 5th Flr
City:	Salt Lake City
State/Country:	UTAH
Postal Code:	84111
Entity Type:	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 89**

Property Type	Number	Word Mark
Registration Number:	2533803	ACCIDENT SECURE
Registration Number:	3100727	ASK COLIN FIRST
Registration Number:	2706395	BANKERS HEALTH ADVANTAGE
Registration Number:	2634755	BENEFITNOW ACCOUNT
Registration Number:	3685234	BENEFITS MADE EASY @ WORK
Registration Number:	3319159	CANCER SECURE
Registration Number:	3867024	CANCERAID
Registration Number:	2879828	CODELINKS
Registration Number:	2339735	CONSECO
Registration Number:	2729387	CONSECO
Registration Number:	2020988	CONSECO
Registration Number:	3058081	CONSECO CARES
Registration Number:	2434140	CONSECO CHOICE
Registration Number:	3485427	CONSECO COMMAND

OP \$2240.00 2533803

Registration Number:	3864063	CONSECO CRITICAL SOLUTIONS
Registration Number:	2742201	CONSECO FIELDHOUSE
Registration Number:	2742202	CONSECO FIELDHOUSE INDIANAPOLIS
Registration Number:	3058080	CONSECO LIBERTY
Registration Number:	2255291	CONSECO LIFE
Registration Number:	3864065	CONSECO PATRIOT
Registration Number:	3485430	CONSECO PROVIDENCE
Registration Number:	2629094	CONSECO SOLUTIONS
Registration Number:	2627483	CONSECO STEP UP
Registration Number:	2492243	CONSECO TERM
Registration Number:	2922428	CONSECO TRUE LEVEL CHOICE
Registration Number:	2424588	CONSECO UNIVERSITY
Registration Number:	3709212	CONSECO WAGE GUARD
Registration Number:	3685235	CONSECO WORKSITE
Registration Number:	3685233	CONSECO WORKSITE BENEFITS MADE EASY @ WORK.
Registration Number:	3644302	CONSECO WORKSITE CRITICAL ILLNESS
Registration Number:	2931163	DE UN PASO ADELANTE
Registration Number:	2095415	EAGLE CLASSIC
Registration Number:	3265554	EDUCATORS' CHOICE
Registration Number:	2899171	FORGET ME NOT
Registration Number:	3815119	GAP360
Registration Number:	1941582	HALLMARK
Registration Number:	1651687	HEARTCARE
Registration Number:	3344793	HOSPITAL SECURE
Registration Number:	2307104	IMMUNY II NEW VITA
Registration Number:	3122272	LIFESTARTS.COM
Registration Number:	2420831	LIFETREND CTV
Registration Number:	2413656	MULTIBUCKET ANNUITY
Registration Number:	2605236	PERFORMANCE MATTERS ASSOCIATES
Registration Number:	2899172	PLANT A SEED OF HOPE
Registration Number:	3882554	PULSE PROTECTION SERIES
Registration Number:	3360171	RETIREMENT EDGE
Registration Number:	1860519	SECUREPLAN
Registration Number:	3791176	SECUREVIEW
Registration Number:	2898966	SECURITY BUILDER

Registration Number:	2823613	STEP UP
Registration Number:	2843364	TEAM CONSECO
Registration Number:	3724652	THE ANNUITY EDGE
Registration Number:	2467109	THE CONSECO EDGE
Registration Number:	3263913	WASHINGTON NATIONAL
Registration Number:	3263912	WASHINGTON NATIONAL
Registration Number:	3263914	WASHINGTON NATIONAL INSURANCE COMPANY
Registration Number:	2700204	WE SPECIALIZE IN SENIORS
Registration Number:	2510311	
Registration Number:	2472633	
Serial Number:	77960038	ACCIDENT SECURE PLUS
Serial Number:	85008458	ANNUITYOPTIONS
Serial Number:	85008510	ANNUITYOPTIONS FLEX
Serial Number:	85174262	ANYTHING'S POSSIBLE WITH THE RIGHT PARTNER
Serial Number:	77544930	CNO
Serial Number:	77967419	CNO
Serial Number:	77967159	
Serial Number:	77840208	CNO FINANCIAL GROUP
Serial Number:	77960922	COMPCARE
Serial Number:	77905820	CONSECO EZAPP
Serial Number:	77905481	CONSECO EZAPP
Serial Number:	77420001	CONSECO LIFE OPTIONS
Serial Number:	85157282	EZAPP
Serial Number:	77955385	EZBILL
Serial Number:	77959144	FOR A MORE SECURE FUTURE
Serial Number:	85171141	FORGET ME NOT DAYS
Serial Number:	77840131	SAFEGUARDAPP
Serial Number:	77961196	SECURE-PAYII SERIES
Serial Number:	77949081	WAGEGUARD
Serial Number:	85171259	WASHINGTON NATIONAL CRITICAL TERM
Serial Number:	85157149	WASHINGTON NATIONAL EZAPP
Serial Number:	77938014	WASHINGTON NATIONAL INSURANCE COMPANY
Serial Number:	77959102	WASHINGTON NATIONAL INSURANCE COMPANY FOR A MORE SECURE FUTURE
Serial Number:	77949105	WASHINGTON NATIONAL LIFE OPTIONS

Serial Number:	85171417	WASHINGTON NATIONAL PATRIOT
Serial Number:	77949138	WASHINGTON NATIONAL PROVIDENCE
Serial Number:	77949278	WASHINGTON NATIONAL SOLUTIONS
Serial Number:	77949299	WASHINGTON NATIONAL TERM
Serial Number:	77949263	WASHINGTON NATIONAL WORKSITE CRITICAL ILLNESS
Serial Number:	85166818	WORKSITE UL2

**CORRESPONDENCE DATA**

Fax Number: (202)756-9299  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-701-3345  
Email: david.adams@thomsonreuters.com  
Correspondent Name: Sakina Karkat  
Address Line 1: 80 Pine St  
Address Line 2: Cahill Gordon & Reindel LLP  
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	David Adams
Signature:	/david adams thomsonreuters/
Date:	12/23/2010

Total Attachments: 8  
source=2 CDOC Inc Trademark Security Agreement-Morgan Stanley#page2.tif  
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## TRADEMARK SECURITY AGREEMENT

### (Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, CDOC, Inc., a Delaware corporation (herein referred to as the "**Lien Grantor**") owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, CNO Financial Group, Inc. (the "**Company**"), the Lenders party thereto, and Morgan Stanley Senior Funding, Inc., as Agent, are parties to a Credit Agreement dated as of December 21, 2010 (as amended, supplemented or otherwise modified from time to time, the "**Credit Agreement**"); and

WHEREAS, pursuant to (i) a Guarantee and Security Agreement dated as of December 21, 2010 (as amended, supplemented or otherwise modified from time to time, the "**Security Agreement**") among the Company, the Subsidiary Guarantors party thereto and Morgan Stanley Senior Funding, Inc., as Agent for the Secured Parties referred to therein (in such capacity, together with its successors and assigns in such capacity, the "**Grantee**"), and (ii) certain other Security Documents (including this Trademark Security Agreement), the Lien Grantor has guaranteed certain obligations of the Company and secured such guarantee (the "**Lien Grantor's Secured Guarantee of the Secured Obligations**") by granting to the Grantee for the benefit of such Secured Parties a continuing security interest in personal property of the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor grants to the Grantee, to secure the Lien Grantor's Secured Guarantee of the Secured Obligations, a continuing security interest in all of the Lien Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark (as defined in the Security Agreement) owned by the Lien Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;
- (ii) each Trademark License (as defined in the Security Agreement) to which the Lien Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and
- (iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by the Lien Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Lien Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

*provided* that intent-to-use trademark applications are excluded from the foregoing security interests, to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity and enforceability of such intent-to-use trademark applications under applicable United States federal law.

The Lien Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in the Grantee's name, from time to time, in the Grantee's reasonable discretion, so long as any Event of Default shall have occurred and be continuing, to take with respect to the Trademark Collateral, in accordance with the Security Agreement, any and all appropriate action which the Lien Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Security Agreement or the Credit Agreement, the Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Security Agreement. The Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 21st day of December, 2010.

CDOC, INC.

By: Scott L. Galovic  
Name: Scott L. Galovic  
Title: Vice President and Treasurer

Acknowledged:

MORGAN STANLEY SENIOR FUNDING, INC.,  
as Agent

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

[CDOC, Inc. Trademark Security Agreement]

STATE OF INDIANA )  
 ) ss.:  
COUNTY OF HAMILTON )

I, Karl W. Kindig, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Scott L. Galovic, Vice President and Treasurer, of CDOC, INC. (the "Lien Grantor"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Lien Grantor, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 21st day of December, 2010

[Seal]

Karl W Kindig  
Signature of notary public  
My Commission expires March 14, 2016

[CDOC, Inc. Trademark Security Agreement]



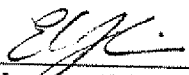
IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 21st day of December, 2010.

CDOC, INC.

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

Acknowledged:

MORGAN STANLEY SENIOR FUNDING, INC.,  
as Agent

By:   
Name: Eric Jenkins  
Title: Authorized Signatory

[CDOC, Inc. Trademark Security Agreement]

Schedule 1  
to Trademark  
Security Agreement


**CDOC, INC.**

**U.S. TRADEMARK REGISTRATIONS**

Owner	Registration Number	Trademark
CDOC, Inc.	2533803	ACCIDENT SECURE
CDOC, Inc.	3100727	ASK COLIN FIRST
CDOC, Inc.	2706395	BANKERS HEALTH ADVANTAGE
CDOC, Inc.	2634755	BENEFITNOW ACCOUNT
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CDOC, Inc.	2742201	CONSECO FIELDHOUSE
CDOC, Inc.	2742202	CONSECO FIELDHOUSE INDIANAPOLIS & DESIGN
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CDOC, Inc.	2255291	CONSECO LIFE
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CDOC, Inc.	2492243	CONSECO TERM
CDOC, Inc.	2922428	CONSECO TRUE LEVEL CHOICE
CDOC, Inc.	2424588	CONSECO UNIVERSITY
CDOC, Inc.	3709212	CONSECO WAGE GUARD
CDOC, Inc.	3685235	CONSECO WORKSITE
CDOC, Inc.	3685233	CONSECO WORKSITE BENEFITS MADE EASY @ WORK.
CDOC, Inc.	3644302	CONSECO WORKSITE CRITICAL ILLNESS
CDOC, Inc.	2931163	DE UN PASO ADELANTE
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CDOC, Inc.	3815119	GAP360

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CDOC, Inc.	2413656	MULTIBUCKET ANNUITY
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CDOC, Inc.	3360171	RETIREMENT EDGE
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CDOC, Inc.	3791176	SECUREVIEW
CDOC, Inc.	2898966	SECURITY BUILDER
CDOC, Inc.	2823613	STEP UP
CDOC, Inc.	2843364	Team Conseco
CDOC, Inc.	3724652	THE ANNUITY EDGE
CDOC, Inc.	2467109	THE CONSECO EDGE
CDOC, Inc.	3263913	WASHINGTON NATIONAL
CDOC, Inc.	3263912	WASHINGTON NATIONAL & DESIGN
CDOC, Inc.	3263914	WASHINGTON NATIONAL INSURANCE COMPANY
CDOC, Inc.	2700204	WE SPECIALIZE IN SENIORS
CDOC, Inc.	2510311	☐
CDOC, Inc.	2472633	☐

## U.S. TRADEMARK APPLICATIONS

Owner	Application Number	Trademark
CDOC, Inc.	77960038	ACCIDENT SECURE PLUS
CDOC, Inc.	85008458	ANNUITYOPTIONS
CDOC, Inc.	85008510	ANNUITYOPTIONS FLEX
CDOC, Inc.	85174262	ANYTHING'S POSSIBLE WITH THE RIGHT PARTNER
CDOC, Inc.	77544930	CNO
CDOC, Inc.	77967419	CNO
CDOC, Inc.	77967159	
CDOC, Inc.	77840208	CNO FINANCIAL GROUP
CDOC, Inc.	77960922	COMPCARE
CDOC, Inc.	77905820	CONSECO EZAPP
CDOC, Inc.	77905481	CONSECO EZAPP & DESIGN
CDOC, Inc.	77420001	CONSECO LIFE OPTIONS
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CDOC, Inc.	77961196	SECURE-PAYII SERIES
CDOC, Inc.	77949081	WAGEGUARD
CDOC, Inc.	85171259	WASHINGTON NATIONAL CRITICAL TERM
CDOC, Inc.	85157149	WASHINGTON NATIONAL EZAPP
CDOC, Inc.	77938014	WASHINGTON NATIONAL INSURANCE COMPANY
CDOC, Inc.	77959102	WASHINGTON NATIONAL INSURANCE COMPANY FOR A MORE SECURE FUTURE
CDOC, Inc.	77949105	WASHINGTON NATIONAL LIFE OPTIONS
CDOC, Inc.	85171417	WASHINGTON NATIONAL PATRIOT
CDOC, Inc.	77949138	WASHINGTON NATIONAL PROVIDENCE
CDOC, Inc.	77949278	WASHINGTON NATIONAL SOLUTIONS
CDOC, Inc.	77949299	WASHINGTON NATIONAL TERM
CDOC, Inc.	77949263	WASHINGTON NATIONAL WORKSITE CRITICAL ILLNESS
CDOC, Inc.	85166818	WORKSITE UL2

### TRADEMARK LICENSES

None.