

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
40 86 Mortgage Capital 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: 1

Property Type	Number	Word Mark
Registration Number:	2960496	40 86

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: 6

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**TRADEMARK
 REEL: 004440 FRAME: 0369**

OP \$40.00 2960496

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TRADEMARK SECURITY AGREEMENT

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

WHEREAS, 40|86 Mortgage Capital, 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.

40|86 MORTGAGE CAPITAL, 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:

[40|86 Mortgage Capital, Inc. Trademark Security Agreement]

TRADEMARK
REEL: 004440 FRAME: 0373

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

I, Karl W. Kintz, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Scott L. Galovic, Vice President and Treasurer, of 4086 MORTGAGE CAPITAL, 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 Kintz
Signature of notary public
My Commission expires March 14, 2016

[4086 Mortgage Capital, Inc. Trademark Security Agreement]

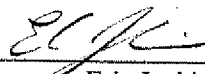
IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 21st day of December, 2010.

40|86 MORTGAGE CAPITAL, INC.

By: _____
Name:
Title:

Acknowledged:

MORGAN STANLEY SENIOR FUNDING, INC.,
as Agent

By: 
Name: Eric Jenkins
Title: Authorized Signatory

[40|86 Mortgage Capital, Inc. Trademark Security Agreement]

TRADEMARK
REEL: 004440 FRAME: 0375

Schedule I
to Trademark
Security Agreement

40|86 MORTGAGE CAPITAL, INC.

U.S. TRADEMARK REGISTRATIONS

Owner	Registration Number	Trademark
40 86 Mortgage Capital, Inc.	2960496	40 86

U.S. TRADEMARK APPLICATIONS

None.

TRADEMARK LICENSES

None.