

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Termination and Release of Security Interest in Trademarks | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Ares Capital Corporation, as Administrative Agent | | 03/18/2011 | CORPORATION: MARYLAND |
| RECEIVING PARTY DATA | | | |
| Name: | Cohr, Inc. | | |
| Street Address: | 21540 Plummer Street | | |
| City: | Chatsworth | | |
| State/Country: | CALIFORNIA | | |
| Postal Code: | 91311 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1524773 | COHR | |
| Registration Number: | 1578390 | CENTER OF HEALTH RESOURCES | |
| Registration Number: | 2924301 | MASTERPLAN | |
| Registration Number: | 1499881 | MAINTENANCE MASTERPLAN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (646)728-2614 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 617-235-4982 | | |
| Email: | trademarks@ropesgray.com | | |
| Correspondent Name: | Jill N. Schuler, Ropes & Gray LLP | | |
| Address Line 1: | Prudential Tower | | |
| Address Line 2: | 800 Boylston Street | | |
| Address Line 4: | Boston, MASSACHUSETTS 02199 | | |
| ATTORNEY DOCKET NUMBER: | BPKB-177 ARES COHR REL | | |

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| NAME OF SUBMITTER: | Jill N. Schuler |
| Signature: | /Jill N. Schuler/ |
| Date: | 03/18/2011 |
| Total Attachments: 4 source=Cohr Ares Release#page1.tif source=Cohr Ares Release#page2.tif source=Cohr Ares Release#page3.tif source=Cohr Ares Release#page4.tif | |

**TERMINATION AND RELEASE OF SECURITY INTEREST
IN TRADEMARKS**

TERMINATION AND RELEASE dated as of March 18, 2011 from Ares Capital Corporation, as Administrative Agent (the "Agent") for certain banks and other financial institutions (the "Lenders") in favor of COHR, INC., a Delaware corporation, located at 21540 Plummer Street, Chatsworth, CA 91311 (the "Grantor").

WITNESSETH:

WHEREAS, MPBP Acquisition Co, Inc., a Delaware corporation (the "Borrower") entered into that certain Second Lien Credit Agreement dated as of January 31, 2007 (as amended by the First Amendment to the Second Lien Credit Agreement dated as of March 16, 2007 and as further amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among MPBP Holdings, Inc., the Lenders, Grantor, and the Agent, pursuant to which Lenders agreed to make Loans (as defined in the Credit Agreement) and other extensions of credit to the Borrower upon the terms and conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other subsidiaries of the Borrower executed and delivered a Guarantee and Collateral Agreement, dated as of January 31, 2007, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted a continuing security interest (the "Security Interest") to the Agent for the benefit of the Agent and the Lenders in all Intellectual Property (as defined in the Guarantee and Collateral Agreement), including the Trademark Collateral (as hereinafter defined);

WHEREAS, a short form of the Guarantee and Collateral Agreement was recorded in the United States Patent and Trademark Office on February 2, 2007 at Reel 003474 and Frame 0185; and

WHEREAS, the Agent now desires to terminate and release the entirety of its Security Interest in the Trademarks;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Guarantee and Collateral Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, the Agent hereby states as follows:

1. Definitions. The term "Trademark Collateral," as used herein, shall mean all of the Grantor's right, title and interest of every kind and nature as of the date hereof in the Trademarks

listed on Schedule A hereto. The term “Trademarks” shall have the meaning provided by reference in the Guarantee and Collateral Agreement.

2. Release of Security Interest. The Agent hereby terminates, releases and discharges its Security Interest in the Trademark Collateral, and any right, title or interest of the Agent in such Trademark Collateral shall hereby cease and become void.

3. Further Assurances. The Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release by its duly authorized officer as of the date first above written.

Ares Capital Corporation

By: 

Name: _____

Title: R. Kipp deVeer

Authorized Signatory

[Signature Page to Termination and Release of Security Interest in Trademarks]

Schedule A

U.S. Trademark Registrations and Applications

U.S. Federal Trademark Registrations

- (1) COHR (Reg. No. 1,524,773)
- (2) CENTER OF HEALTH RESOURCES (Reg. No. 1,578,390)
- (3) MASTERPLAN (Reg. No. 2,924,301)
- (4) MAINTENANCE MASTERPLAN (Reg. No. 1,499,881)

State Trademark Registrations

COHR (Reg. No. 31735) – California

MAINTENANCE MASTERPLAN (Reg. No. 31737) – California

Trade names

Masterplan

Masterplan, Inc.

Cohr

Cohr Inc.