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.		09/28/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wilmington Trust, National Association, as Collateral Agent
Street Address:	50 South Sixth Street
Internal Address:	Corporate Capital Markets - Suite 1290
City:	Minneapolis
State/Country:	MINNESOTA
Postal Code:	55402
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 138

Property Type	Number	Word Mark
Registration Number:	4064934	ACCIDENT ASSURE
Registration Number:	4083742	ACCIDENTASSURE
Registration Number:	2533803	ACCIDENT SECURE
Registration Number:	4127066	ANNUITY OPTIONS
Registration Number:	4008818	ANYTHING'S POSSIBLE WITH THE RIGHT PARTNER
Registration Number:	2706395	BANKERS HEALTH ADVANTAGE
Registration Number:	3756566	BANKERS RETIREMENT SOLUTIONS
Registration Number:	3850773	BANKERS SIMPLECHOICE
Registration Number:	2634755	BENEFITNOW ACCOUNT
Registration Number:	3685234	BENEFITS MADE EASY @ WORK
Registration Number:	3319159	CANCER SECURE
Registration Number:	3867024	CANCERAID
Registration Number:	4150305	CENTER FOR A SECURE RETIREMENT

OP $3465.00 4064934

Registration Number:	4150306	C CENTER FOR A SECURE RETIREMENT
Registration Number:	4113203	CENTER FOR A SECURE RETIREMENT
Registration Number:	4152511	C CENTER FOR A SECURE RETIREMENT
Registration Number:	3381028	CHAMPIONSHIP LIFE
Registration Number:	3764349	CLEARVANTAGE
Registration Number:	3894349	CNO
Registration Number:	4109436	CNO
Registration Number:	4109439	
Registration Number:	3932012	CNO FINANCIAL GROUP
Registration Number:	1509548	COLONIAL CARE
Registration Number:	1362432	COLONIAL PENN
Registration Number:	1658504	COLONIAL PENN
Registration Number:	1652586	
Registration Number:	2020988	CONSECO
Registration Number:	2339735	CONSECO
Registration Number:	2729387	CONSECO
Registration Number:	3058081	CONSECO CARES
Registration Number:	3485427	CONSECO COMMAND
Registration Number:	3864063	CONSECO CRITICAL SOLUTIONS
Registration Number:	3909193	CONSECO EZAPP
Registration Number:	3909194	CONSECO EZAPP
Registration Number:	2742201	CONSECO FIELDHOUSE
Registration Number:	2742202	CONSECO FIELDHOUSE INDIANAPOLIS
Registration Number:	3058080	CONSECO LIBERTY
Registration Number:	2255291	CONSECO LIFE
Registration Number:	3958133	CONSECOLIFEOPTIONS
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:	3709212	CONSECO WAGE GUARD
Registration Number:	3685235	CONSECO WORKSITE
Registration Number:	3685233	CONSECO WORKSITE BENEFITS MADE EASY @ WORK.

	3644302	CONSECO WORKSITE CRITICAL ILLNESS
Registration Number:	4208638	CPDIRECT.COM
Registration Number:	2095415	EAGLE CLASSIC
Registration Number:	3170018	EARLY START LIFE
Registration Number:	3265554	EDUCATORS' CHOICE
Registration Number:	3796012	FAMILY PROTECTOR
Registration Number:	3958142	FAMILY PROTECTOR CARING FOR THOSE YOU LOVE.
Registration Number:	3963496	FAMILY PROTECTOR PROGRAM CARING FOR THOSE YOU LOVE
Registration Number:	3949056	FOR A MORE SECURE FUTURE
Registration Number:	3894860	FOR THE LIFE OF YOUR RETIREMENT
Registration Number:	3970741	FORGET ME NOT DAYS
Registration Number:	2681112	FRIEND TO FRIEND
Registration Number:	3815119	GAP360
Registration Number:	3785577	GROWTHPOINT
Registration Number:	1649683	GUARDING YOUR FUTURE
Registration Number:	1941582	HALLMARK
Registration Number:	1651687	HEARTCARE
Registration Number:	3344793	HOSPITAL SECURE
Registration Number:	2307104	IMMUNY II NEW VITA
Registration Number:	1553226	INCOMEPLAN
Registration Number:	2436721	INNOVATIVE LIFE
Registration Number:	3067911	LIFE PLAN 55 PLUS
Registration Number:	3356093	LIFECHOICE
Registration Number:	3903039	LIFECHOICES SERIES
Registration Number:	3700087	LIFEDIRECTIONS
Registration Number:	3122272	LIFESTARTS.COM
Registration Number:	3799339	LINKEDSOLUTION
Registration Number:	1087469	MATURE-CARE 65
Registration Number:	2413656	MULTIBUCKET
Registration Number:	2605236	PERFORMANCE MATTERS ASSOCIATES
Registration Number:	2899172	PLANT A SEED OF HOPE
Registration Number:	1021202	PRIME LIFE 50 PLUS
Registration Number:	2563806	PROVIDING GENERATIONS OF SUPPORT
Registration Number:	3882554	PULSE PROTECTION SERIES

Registration Number:	2580937	RELIATERM
Registration Number:	3360171	RETIREMENT EDGE
Registration Number:	1860519	SECUREPLAN
Registration Number:	3791176	SECUREVIEW
Registration Number:	2898966	SECURITY BUILDER
Registration Number:	2133545	SENIOR WHOLE LIFE
Registration Number:	2823613	STEP UP
Registration Number:	3724652	THE ANNUITY EDGE
Registration Number:	3068096	THE FIRST STEP IN CARING ... COLONIAL PENN
Registration Number:	3696834	TURNINGPOINT
Registration Number:	1630291	V I P
Registration Number:	4060675	WAGE GUARD
Registration Number:	3263912	WASHINGTON NATIONAL
Registration Number:	3263913	WASHINGTON NATIONAL
Registration Number:	4098162	WASHINGTON NATIONAL
Registration Number:	4098163	WASHINGTON NATIONAL
Registration Number:	4119444	WASHINGTON NATIONAL CRITICAL SOLUTIONS
Registration Number:	4042788	WASHINGTON NATIONAL INSURANCE COMPANY FOR A MORE SECURE FUTURE
Registration Number:	4132888	WASHINGTON NATIONAL FOR A MORE SECURE FUTURE
Registration Number:	3263914	WASHINGTON NATIONAL INSURANCE COMPANY
Registration Number:	3945826	WASHINGTON NATIONAL INSURANCE COMPANY
Registration Number:	4063988	WASHINGTON NATIONAL LIFE OPTIONS
Registration Number:	4063989	WASHINGTON NATIONAL PROVIDENCE
Registration Number:	4063991	WASHINGTON NATIONAL SOLUTIONS
Registration Number:	4063992	WASHINGTON NATIONAL TERM
Registration Number:	4039881	WASHINGTON NATIONAL TERM LIFE PLUS
Registration Number:	4063990	WASHINGTON NATIONAL WORKSITE CRITICAL ILLNESS
Registration Number:	2700204	WE SPECIALIZE IN SENIORS
Registration Number:	1822741	WITH YOU IN MIND
Registration Number:	4155414	WNBIZLINK.COM
Registration Number:	4155413	WNEZAPP2.0
Registration Number:	4155415	WNEZAPPOINT
Registration Number:	4155412	WNEZBILL
Registration Number:	4155416	WNEZLEAD

Registration Number:	3989175	WORKSITEUL2
Registration Number:	2472633	
Registration Number:	2584988	
Serial Number:	77960038	ACCIDENT SECURE PLUS
Serial Number:	85348727	BANKERS LIFE FIELDHOUSE
Serial Number:	85390347	BANKERS LIFE FIELDHOUSE
Serial Number:	85483423	BANKERS LIFE FIELDHOUSE INDIANAPOLIS
Serial Number:	85668281	COLONIAL PENN PATRIOT PROGRAM
Serial Number:	85668289	COLONIAL PENN PATRIOT PROGRAM
Serial Number:	85668295	COLONIAL PENN PATRIOT PROGRAM
Serial Number:	85681259	COLONIAL PENN PATRIOT PROGRAM
Serial Number:	85681263	COLONIAL PENN PATRIOT PROGRAM
Serial Number:	85522872	CRITICAL BENEFITS
Serial Number:	85722962	MID-AMERICAN INSTITUTE FOR WELLNESS SOLUTIONS
Serial Number:	85700958	TOP GUN
Serial Number:	85700982	TOP GUN
Serial Number:	85701004	TOP GUN SOAR WITH BANKERS
Serial Number:	85612487	WASHINGTON NATIONAL ACTIVE CARE
Serial Number:	85171417	WASHINGTON NATIONAL PATRIOT
Serial Number:	85256596	WASHINGTON NATIONAL PROGRESSIONS
Serial Number:	85682404	WASHINGTON NATIONAL WORKPLACE SOLUTIONS
Serial Number:	85283881	WNEZLEARNING

CORRESPONDENCE DATA

Fax Number: 2127514864

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-906-1200

Email: angela.amaru@lw.com

Correspondent Name: Angela M. Amaru c/o Latham & Watkins LLP

Address Line 1: 885 Third Avenue

Address Line 2: Suite 1000

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	049646-0078
NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru

	10/03/2012

Total Attachments: 9
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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 Subsidiary Guarantors party thereto and Wilmington Trust, National Association, as collateral agent (together with its successors and assigns, the "**Collateral Agent**") and trustee, are parties to the Indenture dated as of September 28, 2012 (as amended, restated, amended and restated, replaced, refinanced, supplemented or otherwise modified from time to time, the "**Indenture**");

WHEREAS, pursuant to (i) the Security Agreement dated as of September 28, 2012 (as amended, restated, amended and restated, replaced, refinanced, supplemented or otherwise modified from time to time, the "**Security Agreement**") among the Company, the Subsidiary Guarantors party thereto and the Collateral 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 Collateral Documents (including this Trademark Security Agreement) and the Indenture, 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 the 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); and

WHEREAS, capitalized terms used but not defined herein shall have the meanings given to them in the Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Lien Grantor grants to the Grantee for the benefit of the Secured Parties, 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, and 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, and symbolized by, each Trademark licensed pursuant thereto; and

TRADEMARK
REEL: 004872 FRAME: 0232

(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 Trademarks Collateral solely to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use Trademark applications or any registrations that issue therefrom 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 (as defined in the Indenture) 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 Indenture, 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 the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

[*SIGNATURE PAGES FOLLOW ON NEXT PAGE*]

TRADEMARK
REEL: 004872 FRAME: 0233

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 28th day of September, 2012.

CDOC, INC.

By: _____
Name: Erik M. Helding
Title: Senior Vice President and Treasurer

Acknowledged

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By: _____
Name:
Title:

[Signature Page to 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 28th day of September.

CDOC, INC.

By: _____
Name: Erik M. Helding
Title: Senior Vice President and Treasurer

Acknowledged

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Collateral Agent

By: _____
Name: Jane Schweiger
Title: Vice President

[Signature Page to Trademark Security Agreement]

STATE OF INDIANA

COUNTY OF MARION) ss.:

I, ELIZABETH A. SAMPLE, a Notary Public in and for said County, in the State afore said, DO HEREBY CERTIFY, that Erik M. Helding, Senior 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 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 26th day of SEPTEMBER

[Seal]

Elizabeth A. Sample Signature of notary public

My Commission expires 8-15-2013

Schedule 1
to Trademark
Security Agreement

CDOC, INC.

U.S. TRADEMARK REGISTRATIONS

REG. NO.	TRADEMARK
4064934	ACCIDENT ASSURE
4083742	ACCIDENTASSURE
2533803	ACCIDENT SECURE
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3894349	CNO
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1658504	COLONIAL PENN
1652586	HYPERLINK "javascript:;"
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2339735	CONSECO
2729387	CONSECO
3058081	CONSECO CARES
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3864063	CONSECO CRITICAL SOLUTIONS
3909193	CONSECO EZAPP
3909194	CONSECO EZAPP
2742201	CONSECO FIELDHOUSE

TRADEMARK
REEL: 004872 FRAME: 0237

2742202	CONSECO FIELDHOUSE INDIANAPOLIS
3058080	CONSECO LIBERTY
2255291	CONSECO LIFE
3958133	CONSECO LIFE OPTIONS
3864065	CONSECO PATRIOT
3485430	CONSECO PROVIDENCE
2629094	CONSECO SOLUTIONS
2627483	CONSECO STEP UP
2492243	CONSECO TERM
2922428	CONSECO TRUE LEVEL CHOICE
3709212	CONSECO WAGE GUARD
3685235	CONSECO WORKSITE
3685233	CONSECO WORKSITE BENEFITS MADE EASY @ WORK.
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4155416	WNEZLEAD
3989175	WORKSITEUL2
2472633	HYPERLINK "javascript:;"
2584988	HYPERLINK "javascript:;"

U.S. TRADEMARK APPLICATIONS

SERIAL NO.	TRADEMARK
77960038	ACCIDENT SECURE PLUS
85348727	BANKERS LIFE FIELDHOUSE
85390347	BANKERS LIFE FIELDHOUSE
85483423	BANKERS LIFE FIELDHOUSE INDIANAPOLIS
85668281	COLONIAL PENN PATRIOT PROGRAM
85668289	COLONIAL PENN PATRIOT PROGRAM
85668295	COLONIAL PENN PATRIOT PROGRAM
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85171417	WASHINGTON NATIONAL PATRIOT
85256596	WASHINGTON NATIONAL PROGRESSONS
85682404	WASHINGTON NATIONAL WORKPLACE SOLUTIONS
85283881	WNEZLEARNING

TRADEMARK LICENSES

NONE.