TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Notice and Confirmation of Grant of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
RGH Enterprises, Inc.		10/24/2012	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	Morgan Stanley Senior Funding, Inc.
Street Address:	1585 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	1775606	EDGEPARK
Registration Number:	2745852	EDGEPARK
Registration Number:	2546761	INDEPENDENCE MEDICAL
Registration Number:	2522296	INDEPENDENCE
Registration Number:	3355868	WHAT YOU NEED, WHEN YOU NEED IT
Registration Number:	3317147	RELIAMED
Registration Number:	3176139	RELIAMED
Registration Number:	2522311	IM
Registration Number:	3355870	EDGEPARK MEDICAL SUPPLIES
Registration Number:	3861751	MEDCONNECT
Registration Number:	3973699	

CH $290.00 1775606

CORRESPONDENCE DATA

Fax Number: 2129096836

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

Phone:	212-909-6000
Email:	trademarks@debevoise.com
Correspondent Name:	Steven Keslowitz, Esq.
Address Line 1:	919 Third Avenue
Address Line 2:	Debevoise & Plimpton LLP
Address Line 4:	New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	24051-1201
NAME OF SUBMITTER:	Steven Keslowitz
Signature:	/Steven Keslowitz/
Date:	10/24/2012

Total Attachments: 6
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EXECUTION VERSION

SECOND LIEN NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS

SECOND LIEN NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of October 24, 2012, made by RGH ENTERPRISES, INC. (the "Grantor") and MORGAN STANLEY SENIOR FUNDING, INC., as collateral agent (the "Collateral Agent") for the Secured Parties.

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of the date hereof (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, the "Second Lien Credit Agreement"), among ASSURAMED HOLDING, INC. (formerly known as HGI Holding, Inc. and as Harrington Group, Inc.), (and any successor in interest thereto, the "Borrower"), the several banks and other financial institutions from time to time party hereto (the "Lenders"), and the Collateral Agent, the Lenders have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Second Lien Credit Agreement, the Granting Parties have executed and delivered a Second Lien Guarantee and Collateral Agreement, dated as of the date hereof, in favor of the Collateral Agent (as amended, amended and restated, waived, supplemented, or otherwise modified from time to time, the "Second Lien Collateral Agreement");

WHEREAS, pursuant to the Second Lien Collateral Agreement, the Grantor granted to the Collateral Agent, for the benefit of the Secured Parties (as defined therein), a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders to make their respective extensions of credit to the Borrower under the Second Lien Credit Agreement, the Grantor agrees, for the benefit of the Secured Parties, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Second Lien Credit Agreement and the Second Lien Collateral Agreement.

SECTION 2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that, pursuant to the Second Lien Collateral Agreement, it granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on Schedule I hereto) and to the extent not otherwise included, all proceeds and products of any and all

of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of such Grantor, except that no security interest is or will be granted pursuant thereto in any right, title or interest of the Grantor under or in any Trademark License for so long as, and to the extent that, the granting of such a security interest pursuant thereto would result in a breach, default or termination of such Trademark License.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of a security interest with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Second Lien Collateral Agreement. To the extent that there is any conflict between this Agreement and the Second Lien Collateral Agreement, the Second Lien Collateral Agreement shall control in all respects. The Second Lien Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are more fully set forth in the Second Lien Credit Agreement and the Second Lien Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

SECTION 6. Governing Law. THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ANY CLAIM OR CONTROVERSY RELATING HERETO RELATED TO TRADEMARKS SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE UNITED STATES, AND ALL OTHER MATTERS HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

RGH ENTERPRISES, INC.,
as Grantor

By: _____
Name: Kurt Packer
Title: President, Treasurer, Chief Operating Officer and Chief Financial Officer

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

MORGAN STANLEY SENIOR FUNDING, INC.,
as Collateral Agent

By: _____
Name: Stephen B. King
Title: Vice President

SCHEDULE I

TRADEMARKS

Trademark	Application no.	Registration no.	Status
EDGEPARK	74/323,090	1,775,606	REGISTERED
EDGEPARK AND DESIGN	76/195,269	2,745,852	REGISTERED
INDEPENDENCE MEDICAL	76/185,618	2,546,761	REGISTERED
INDEPENDENCE	76/184,327	2,522,296	REGISTERED
WHAT YOU NEED, WHEN YOU NEED IT	77/150,705	3,355,868	REGISTERED
RELIAMED AND DESIGN	78/581,591	3,317,147	REGISTERED
RELIAMED	78/581,575	3,176,139	REGISTERED
IM AND DESIGN	76/195,199	2,522,311	REGISTERED
EDGEPARK MEDICAL SUPPLIES	77/150,744	3,355,870	REGISTERED
MEDCONNECT	77/761,508	3,861,751	REGISTERED
SPIRAL DESIGN	85/144,937	3,973,699	REGISTERED

TRADE NAMES / FICTITIOUS NAMES

State	Trade Name	Fictitious Name	Type	Owner
Ohio	Edgepark Medical Supplies		Registered Trade Name	RGH Enterprises, Inc.
Illinois		Edgepark Medical Supplies, Inc.	Foreign Corporation / Fictitious Name	RGH Enterprises, Inc.
California		Edgepark Medical Supplies, HHI Enterprises, Inc.		Known in California as: RGH Enterprises, Inc. which will do business in California as HHI Enterprises, Inc.

[Signature Page to Second Lien Notice and Confirmation of Grant of Security Interest in Trademarks]

State	Trade Name	Fictitious Name	Type	Owner
Florida		Edgepark Medical Supplies	Fictitious Name	RGH Bonefish Company (RGH Enterprises, Inc. in Ohio)
New York		Edgepark Medical Supplies, Inc.	Foreign Corporation / Fictitious Name	RGH Enterprises, Inc.
Texas		Edgepark Medical Supplies, Inc.	Foreign Corporation / Fictitious Name	RGH Enterprises, Inc.
Texas		Edgepark Medical Supplies, Inc.	Fictitious Name	RGH Enterprises
Washington DC	Edgepark Medical Supplies		Basic Business License through Dept. of Consumer and Regulatory Affairs	RGH Enterprises, Inc.
North Carolina		HHI Enterprises, Inc.	Fictitious Name	RGH Enterprises, Inc.

TRADEMARK LICENSES

None.