

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MMM Holdings, Inc.		12/12/2012	CORPORATION: PUERTO RICO
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	100 North Tryon Street		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28255		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	4102717	INNOVAMD	
Registration Number:	3622050	MMM	
Registration Number:	3748994	MMM GOLD CARD	
Registration Number:	3748991	PMC GOLD CARD	
Registration Number:	3649859	PMC MEDICARE CHOICE	
Registration Number:	3750665	SÚPER NIETO	
Registration Number:	4153301	PR EHEALTH CONNECTIVITY EXPO	
Serial Number:	77962428	CONEXIÓN VITAL	
Serial Number:	77700106	SÚPER NIETA	
CORRESPONDENCE DATA			
Fax Number:	8668265420		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	301-638-0511		

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TRADEMARK
 REEL: 004944 FRAME: 0720

CH \$240.00 4102717

Email: penelope@ipresearchplus.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue, Ste 430
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	496960-020(COS1-38327)
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	01/15/2013

Total Attachments: 6
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

MMM Holdings, Inc.

- Individual(s)
- Partnership
- Corporation- State: Puerto Rico
- Other _____

Citizenship (see guidelines) USA

Additional names of conveying parties attached? Yes No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) December 12, 2012

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Bank of America, N.A.

Street Address: 100 North Tryon Street

City: Charlotte

State: NC

Country: USA Zip: 28255

- Individual(s) Citizenship _____
- Association Citizenship _____
- Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) Text

77962428 (see attached Schedule I for additional items)

B. Trademark Registration No.(s)

4102717 (see attached Schedule I for additional items)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Doris Ka, Legal Assistant

Internal Address: _____

Street Address: 80 Pine Street
Cahill Gordon & Reindel LLP

City: New York

State: NY Zip: 10005

Phone Number: 212-701-3569

Docket Number: 212-269-5420

Email Address: dka@cahill.com

6. Total number of applications and registrations involved:

9

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ _____

- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Doris Ka

Signature

January 15, 2013

Date

Doris Ka, Legal Assistant

Name of Person Signing

Total number of pages including cover sheet, attachments, and document:

6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Trademark Security Agreement

Trademark Security Agreement, dated as of December 12, 2012, by MMM Holdings, Inc., a Puerto Rico corporation (the “Pledgor”), in favor of BANK OF AMERICA, N.A., in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Pledgor is party to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of the Pledgor:

- (a) Trademarks of the Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and 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 unless the Administrative Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the non-contingent Secured Obligations and termination of the Security Agreement, the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form re-

leasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[Signature page follows]

50 IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agree-
51 ment to be executed and delivered by its duly authorized officer as of the date first set forth
52 above.

53 Very truly yours,

54 MMM HOLDINGS, INC.

55 By:  _____

56 Name:

57 Title:

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

BANK OF AMERICA, N.A.,
as Administrative Agent

By: Anthea Del Bianco
Name: Anthea Del Bianco
Title: Vice President

By: _____
Name:
Title:

Trademark Security Agreement

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	TRADEMARK
MMM Holdings, Inc.	4,102,717	INNOVAMD
MMM Holdings, Inc.	3,622,050	MMM and Design
MMM Holdings, Inc.	3,748,994	MMM GOLD CARD and Design
MMM Holdings, Inc.	3,748,991	PMC GOLD CARD and Design
MMM Holdings, Inc.	3,649,859	PMC MEDICARE CHOICE and Design
MMM Holdings, Inc.	3,750,665	SUPER NIETO
MMM Holdings, Inc.	4,153,301	PR EHEALTH CONNECTIVITY EXPO and Design

Trademark Applications:

OWNER	APPLICATION NUMBER	TRADEMARK
MMM Holdings, Inc.	77-962428	CONEXION VITAL
MMM Holdings, Inc.	77-700106	SUPER NIETA