

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|--|--|-----------------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | RELEASE BY SECURED PARTY | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ARES CAPITAL CORPORATION, AS COLLATERAL AGENT | | 01/17/2014 | CORPORATION: MARYLAND |
| RECEIVING PARTY DATA | | | |
| Name: | MAGNACARE ADMINISTRATIVE SERVICES, LLC | | |
| Street Address: | 1600 STEWART AVENUE | | |
| Internal Address: | SUITE 700 | | |
| City: | WESTBURY | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 11590 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: NEW YORK | | |
| Name: | MAGNACARE LLC | | |
| Street Address: | 1600 STEWART AVENUE | | |
| Internal Address: | SUITE 700 | | |
| City: | WESTBURY | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 11590 | | |
| Entity Type: | LIMITED LIABILITY COMPANY: NEW YORK | | |
| PROPERTY NUMBERS Total: 8 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3671695 | EVALUAIDE | |
| Registration Number: | 2884248 | MAGNACARE | |
| Registration Number: | 2918843 | MAGNACARE | |
| Registration Number: | 2849041 | WORKING HARD FOR WORKING FAMILIES | |
| Registration Number: | 2056086 | MAGNACOMP | |
| Registration Number: | 2056054 | MAGNASELECT | |

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| Registration Number: | 2992287 | LISTENING IS PART OF THE PLAN |
| Registration Number: | 2027830 | MAGNAHEALTH |

CORRESPONDENCE DATA

Fax Number: 2138308743

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

Phone: 213-680-6400

Email: kimberley.lathrop@bingham.com

Correspondent Name: KIMBERLEY A. LATHROP

Address Line 1: BINGHAM MCCUTCHEN LLP

Address Line 2: 355 SOUTH GRAND AVENUE

Address Line 4: LOS ANGELES, CALIFORNIA 90071

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|-------------------------|------------------------|
| ATTORNEY DOCKET NUMBER: | 3321625.368203 |
| NAME OF SUBMITTER: | Kimberley A. Lathrop |
| Signature: | /Kimberley A. Lathrop/ |
| Date: | 01/17/2014 |

Total Attachments: 4

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**TERMINATION AND RELEASE OF
SECURITY INTEREST IN TRADEMARK RIGHTS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARK RIGHTS (this “Termination and Release”), is entered into as of January 17, 2014 by **ARES CAPITAL CORPORATION**, a Maryland corporation with a place of business at 245 Park Avenue, 44th Floor, New York, NY 10167, as collateral agent for certain lenders (the “Agent”) in connection with the grant of security interests in certain trademarks by **MAGNACARE ADMINISTRATIVE SERVICES, LLC**, a New York limited liability company and **MAGNACARE LLC**, a New York limited liability company, each with an address of 1600 Stewart Avenue, Suite 700 Westbury, NY 11590 (the “Assignors”), in favor of the Agent.

WITNESSETH:

WHEREAS, the Assignors entered into an agreement with the Agent which was recorded in the Trademark Division of the United States Patent and Trademark Office on September 15, 2010 at Reel 4278, Frame 0657 (the “Trademark Security Agreement”) for the purpose of providing certain trademarks as collateral security for the payment and performance of certain obligations of the Assignor to the Agent; and

WHEREAS, the Agent now desires to terminate and release the entirety of its security interests in the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Definitions. The term “Trademark Collateral”, as used herein, shall mean all of the Assignors’ right, title and interest of every kind and nature as of the date hereof in all of the Assignors’ Trademarks (as defined in the Security Pledge Agreement referred to in the Trademark Security Agreement) including, without limitation, those trademarks and trademark registrations listed on Schedule A hereto.

2. Release of Security Interest. The Agent hereby (i) terminates, cancels, releases and discharges all of its security interests it has against the Trademark Collateral without representation, warranty or recourse of any kind or nature, and (ii) reassigns any right, title and interest it may have in, to and under the Trademark Collateral to the Assignors.


3. Further Assurances. The Agent shall, at the Assignors’ sole cost and expense, and without representation, warranty or recourse, take all further actions, and provide to the Assignors, their successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Assignors to more fully and effectively effectuate the purposes of this Termination and Release.

4. Governing Law. THIS TERMINATION AND RELEASE, AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO CONFLICTS OF LAW PROVISIONS.

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IN WITNESS WHEREOF, the undersigned has caused this Termination and Release to be duly executed and delivered by its respective officers thereunto duly authorized as of the day and year first above written.

ARES CAPITAL CORPORATION,
as Agent

By: 
Name: R. Kipp deVeer
Title: Authorized Signatory

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

SCHEDULE A

TRADEMARKS AND TRADEMARK REGISTRATIONS

1. REGISTERED TRADEMARKS

| TRADEMARK | REGISTRATION NUMBER | REGISTRATION DATE | OWNER | COUNTRY |
|--------------------------------------|------------------------|----------------------|--|------------|
| EVALUAIDE | 3671695 | 08/25/2009 | MagnaCare Administrative Services, LLC | USA |
| MAGNACARE | 2884248 | 09/14/2004 | MagnaCare LLC | USA |
| MAGNACARE | 2918843 | 01/18/2005 | MagnaCare LLC | USA |
| WORKING HARD FOR WORKING FAMILIES | 2849041 | 06/01/2004 | MagnaCare LLC | USA |
| MAGNACOMP | 2056086 | 04/22/1997 | MagnaCare LLC | USA |
| MAGNASELECT | 2056054 | 04/22/1997 | MagnaCare LLC | USA |
| LISTENING IS PART OF THE PLAN | 2992287 | 09/06/2005 | MagnaCare LLC | USA |
| MAGNAHEALTH | 2027830 | 12/31/1996 | MagnaCare LLC | USA |
| MagnaCare | 22294 | 9/30/2005 | MagnaCare LLC | New Jersey |
| MagnaCare and Design | S19322 | 7/18/2005 | MagnaCare LLC | New York |

2. TRADEMARK APPLICATIONS

None.