

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM387819

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MMM Holdings, Inc.		04/01/2016	Corporation: PUERTO RICO
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association, as administrative agent		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	Corporation: DELAWARE		
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:	2156894959		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	215-979-1823		
Email:	MAVoltchenko@duanemorris.com		
Correspondent Name:	Maxim A. Voltchenko, Duane Morris LLP		
Address Line 1:	30 South 17th Street		
Address Line 4:	PHILADELPHIA, PENNSYLVANIA 19103-4196		
NAME OF SUBMITTER:	Maxim A. Voltchenko		

CH \$240.00 4102717

SIGNATURE:	/Maxim A. Voltchenko/
DATE SIGNED:	06/14/2016
Total Attachments: 6 source=Trademark Assignment#page1.tif source=Trademark Assignment#page2.tif source=Trademark Assignment#page3.tif source=Trademark Assignment#page4.tif source=Trademark Assignment#page5.tif source=Trademark Assignment#page6.tif	

Amended and Restated Trademark Security Agreement

Amended and Restated Trademark Security Agreement, dated as of April 1, 2016, by MMM Holdings, Inc., a Puerto Rico corporation (the "Pledgor"), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as administrative agent (as successor to 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 that certain Security Agreement dated as of December 12, 2012 (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 a Trademark Security Agreement;

WHEREAS, the Pledgor entered into the Trademark Security Agreement, dated as of December 12, 2012;

WHEREAS, the parties hereto wish to amend and restate the Trademark Security Agreement, as set forth herein, to reflect that effective as of the date hereof WILMINGTON TRUST, NATIONAL ASSOCIATION, is the Administrative Agent (as successor to BANK OF AMERICA, N.A.);

NOW, THEREFORE, for good and valuable consideration which is acknowledged, 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 releasing 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.

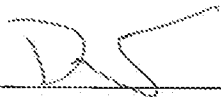
SECTION 6. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed 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]

IN WITNESS WHEREOF, the Pledgor has caused this Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

MMM HOLDINGS, INC.


By: 
Name: Doug Malton
Title: Vice President

[Signature Page to Amended and Restated Trademark Security Agreement]

TRADEMARK
REEL: 005813 FRAME: 0195

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Administrative Agent

By: 
Name: Josh James
Title: Vice President

Consented to by:

BANK OF AMERICA, N.A.

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

Amended and Restated Trademark Security Agreement

TRADEMARK
REEL: 005813 FRAME: 0196

Accepted and Agreed:

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Administrative Agent

By: _____
Name: Meghan H. McCauley
Title: Assistant Vice President

Consented to by:

BANK OF AMERICA, N.A.

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

Amended and Restated Trademark Security Agreement

TRADEMARK
REEL: 005813 FRAME: 0197

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