

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM465847

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MMM HOLDINGS, LLC		03/15/2018	Limited Liability Company: PUERTO RICO
RECEIVING PARTY DATA			
Name:	BSP AGENCY, LLC, AS ADMINISTRATIVE AGENT		
Street Address:	9 West 57th Street, Suite 4920		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	5264462	UNIDAD DORADA MEDICARE Y MUCHO MÁS	
Registration Number:	5062569	SIEMMMPRE SALUDABLE	
Registration Number:	3622050	MMM	
Registration Number:	3649859	PMC MEDICARE CHOICE	
Registration Number:	4102717	INNOVAMD	
Registration Number:	4153301	PR EHEALTH CONNECTIVITY EXPO	
CORRESPONDENCE DATA			
Fax Number:	2123553333		
<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:	2124597136		
Email:	tbennett@goodwinlaw.com		
Correspondent Name:	Tracey D. Bennett		
Address Line 1:	c/o Goodwin Procter LLP		
Address Line 2:	620 8th Ave.		
Address Line 4:	New York, NEW YORK 10018		
ATTORNEY DOCKET NUMBER:	128722.272102		
NAME OF SUBMITTER:	Tracey D. Bennett		
SIGNATURE:	/s/Tracey D. Bennett		

OP \$165.00 5264462

DATE SIGNED:	03/15/2018
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Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of March 15, 2018, by MMM HOLDINGS, LLC, a Puerto Rico limited liability company f/k/a MMM Holdings, Inc. (“Pledgor”), in favor of BSP AGENCY, LLC, in its capacity as administrative agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, Pledgor is party to a Security Agreement dated as of March 15, 2018 (as amended, restated, amended and restated, supplemented, waived, 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. 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, together with any and all (i) rights and privileges arising under applicable law with respect to the use or ownership of any of the foregoing, (ii) goodwill associated therewith, (iii) continuations, extensions and renewals thereof and amendments thereto;

(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 acknowledge and affirm 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. Recordation. Pledgor authorizes and requests that the Commissioner for Trademarks and any other applicable government officer record this Trademark Security Agreement at the United States Patent and Trademark Office.

SECTION 5. 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 6. 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. Delivery of an executed counterpart of this Trademark Security Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 7. 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, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

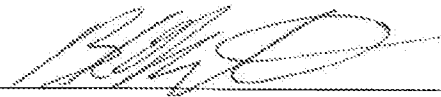
MMM HOLDINGS, LLC

By: 
Name: Douglas Malton
Title: Vice President

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 006292 FRAME: 0326

BSP AGENCY, LLC,
as Administrative Agent

By:  _____

Name: Bryan Martoken
Title: Chief Financial Officer

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

Mark	Reg. No./ Reg. Date	Int. Class	Owner of Record
UNIDAD DORADA MEDICARE Y MUCHO MÁS	5264462 Aug. 15, 2017	44	MMM Holdings, Inc.
SIEMMPRE SALUDABLE	5062569 Oct. 18, 2016	35	MMM Holdings, LLC
MMM & design	3622050 May 19, 2009	44	MMM Holdings, Inc.
PMC MEDICARE CHOICE & design	3649859 Jul. 7, 2009	36	MMM Holdings, Inc.
INNOVAMD	4102717 Feb. 21, 2012	44	MMM Holdings, Inc.
PR EHEALTH CONNECTIVITY EXPO AND DESIGN	4153301 June 5, 2012	41	MMM Holdings, Inc.

Trademark Applications:

None.