

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cohr, Inc.		01/31/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bear Stearns Corporate Lending, Inc., as Administrative Agent		
Street Address:	383 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10179		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1524773	COHR	
Registration Number:	1578390	CENTER OF HEALTH RESOURCES	
Registration Number:	2924301	MASTERPLAN	
Registration Number:	1499881	MAINTENANCE MASTERPLAN	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-7976		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Mindy M. Lok, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	009350/0325		
NAME OF SUBMITTER:	Mindy M. Lok		

OP \$115.00 1524773

Signature:	/ml/
Date:	12/03/2007
Total Attachments: 7 source=CohrTSI#page1.tif source=CohrTSI#page2.tif source=CohrTSI#page3.tif source=CohrTSI#page4.tif source=CohrTSI#page5.tif source=CohrTSI#page6.tif source=CohrTSI#page7.tif	

GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of January 31, 2007 is made by COHR, INC., a Delaware corporation, located at 21540 Plummer Street, Chatsworth, CA 91311 (the "Grantor"), in favor of BEAR STEARNS CORPORATE LENDING, INC., a Delaware corporation, located at 383 Madison Avenue, New York, NY 10179, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the First Lien Credit Agreement dated as of January 31, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among MPBP Holdings, Inc., a Delaware corporation, MPBP Acquisition Co. Inc. , a Delaware corporation (to be merged into Cohr Holdings, Inc.) (the "Borrower"), the Lenders, Bear, Stearns & Co. Inc., as sole lead arranger and sole bookrunner, and the Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other subsidiaries of the Borrower have executed and delivered a Guarantee and Collateral Agreement, dated as of January 31, 2007, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

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

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of the Agent and the Lenders, 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 Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Grantor's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and 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 Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and 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. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

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.

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.

COHR, INC.

By: 

Name: David Winn

Title: Chief Executive Officer

Date:

BEAR STEARNS CORPORATE LENDING INC.
as Administrative Agent for the Lenders

By: _____

Name:

Title:

Date:

TRADEMARK

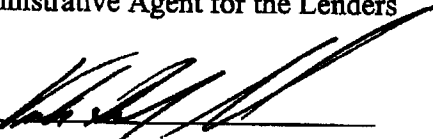
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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

COHR, INC.

By: _____
Name:
Title:
Date:

BEAR STEARNS CORPORATE LENDING INC.
as Administrative Agent for the Lenders

By: 
Name: _____
Title: VICTOR BULZACCHELLI
VICE PRESIDENT
Date: 2/1/07

ACKNOWLEDGMENT OF GRANTOR

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On the 27th day of February, 2007, before me personally came David Winn, who is personally known to me to be the Chief Executive Officer of COHR, INC., a Delaware corporation; who, being duly sworn, did depose and say that he is the CHIEF EXECUTIVE OFFICER in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.




Cheryl J. Rubin
Notary Public

(PLACE STAMP AND SEAL ABOVE)

ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT

STATE OF New York)
) ss
COUNTY OF New York)

On the 1st day of February, 2007, before me personally came Victor Bulzacchelli, who is personally known to me to be the Vice President of BEAR STEARNS CORPORATE LENDING INC., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

(PLACE STAMP AND SEAL ABOVE)

LAURA L. TORRADO
Notary Public, State of New York
No. 02708147119
Qualified in New York County
Commission Expires May 30, 2010

SCHEDULE A

U.S. Trademark Registrations and Applications

U.S. Federal Trademark Registrations

- (1) COHR (Reg. No. 1,524,773)
- (2) CENTER OF HEALTH RESOURCES (Reg. No. 1,578,390)
- (3) MASTERPLAN (Reg. No. 2,924,301)
- (4) MAINTENANCE MASTERPLAN (Reg. No. 1,499,881)

State Trademark Registrations

COHR (Reg. No. 31735) – California

MAINTENANCE MASTERPLAN (Reg. No. 31737) - California

Trade names

Masterplan

Masterplan, Inc.

Cohr

Cohr Inc.