

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
SAFECORE HEALTH, LLC		02/18/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CRANE INVESTMENT COMPANY LLC		
Street Address:	330 West Spring Street		
Internal Address:	Suite 200		
City:	Columbus		
State/Country:	OHIO		
Postal Code:	43215		
Entity Type:	LIMITED LIABILITY COMPANY: OHIO		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3669403	SAFECOR HEALTH	
Registration Number:	3757033	SAFECOR HEALTH	
CORRESPONDENCE DATA			
Fax Number:	6142272100		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	6142272026		
Email:	ipdocket@porterwright.com		
Correspondent Name:	Richard M. Mescher		
Address Line 1:	41 S. High Street		
Address Line 2:	Suite 2900		
Address Line 4:	Columbus, OHIO 43214		
ATTORNEY DOCKET NUMBER:	4005523-190487		
NAME OF SUBMITTER:	Richard M. Mescher		

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Signature:	/richard m. mescher/
Date:	02/28/2013
Total Attachments: 6 source=Short Form Trademark Security Agreement#page1.tif source=Short Form Trademark Security Agreement#page2.tif source=Short Form Trademark Security Agreement#page3.tif source=Short Form Trademark Security Agreement#page4.tif source=Short Form Trademark Security Agreement#page5.tif source=Short Form Trademark Security Agreement#page6.tif	

SHORT FORM TRADEMARK SECURITY AGREEMENT

SHORT FORM TRADEMARK SECURITY AGREEMENT, dated as of February 18, 2013, by SAFECOR HEALTH, LLC, a Delaware limited liability company (“Grantor”) in favor of CRANE INVESTMENT COMPANY LLC (“CIC”).

WITNESSETH:

WHEREAS, pursuant to that certain Note Purchase Agreement, dated as of even date herewith, (as amended, modified or supplemented from time to time, the “*Note Purchase Agreement*”) between Grantor and CIC, CIC has agreed to make extensions of credit to Grantor upon the terms and subject to the conditions set forth therein; and

WHEREAS, Grantor is party to a Security Agreement of even date herewith in favor of CIC (the “*Security Agreement*”);

WHEREAS, CIC requires Grantor to execute and deliver this Short Form Trademark Security Agreement as a condition to its extensions of credit to Grantor;

NOW, THEREFORE, in consideration of the premises and to induce CIC to enter into the Note Purchase Agreement and to induce CIC to make extensions of credit to Grantor thereunder, Grantor hereby agrees with CIC as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Note Purchase Agreement or in the Security Agreement and used herein have the meaning given to them in the Note Purchase Agreement or the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral

Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, hereby collaterally assigns, conveys, mortgages, pledges, hypothecates and transfers to CIC, and grants to CIC a lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of Grantor (the “*Trademark Collateral*”):

(a) all of its Trademarks and Trademark Licenses to which it is a party, including, without limitation, those referred to on *Schedule I* hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present, future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

Section 3. Security Agreement

The security interest granted pursuant to this Short Form Trademark Security Agreement is granted in conjunction with the security interest granted to CIC pursuant to the Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of CIC with respect to the security interest in the Trademark Collateral 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.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, Grantor has caused this Short Form Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

SAFECOR HEALTH, LLC, a Delaware limited liability company, as Grantor

By: Stephen Fischbach
Name: Stephen Fischbach
Title: President & CEO

ACCEPTED AND AGREED
as of the date first above written:

CRANE INVESTMENT COMPANY LLC

By: _____
Name:
Title:

IN WITNESS WHEREOF, Grantor has caused this Short Form Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

Very truly yours,

SAFECOR HEALTH, LLC, a Delaware limited liability company, *as Grantor*

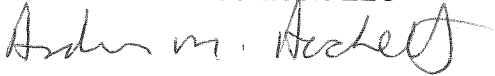
By: _____

Name:

Title:

ACCEPTED AND AGREED
as of the date first above written:

CRANE INVESTMENT COMPANY LLC

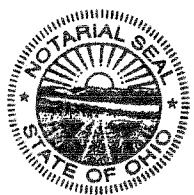


By: Andrew M. Hackett,
Vice President

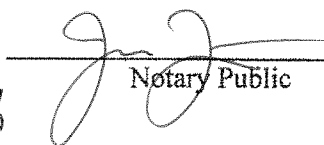
ACKNOWLEDGEMENT OF GRANTORS

STATE OF OHIO)
) ss.
COUNTY OF FRANKLIN)

On this 14th day of February, 2013 before me personally appeared Stephen Fischbach, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Safecor Health, LLC, a Delaware limited liability company, who being by me duly sworn did depose and say that he is an authorized representative of said entity, that the said instrument was signed on behalf of said entity and that he acknowledged said instrument to be the free act and deed of said entity.



Jennifer L. Fate, Attorney At Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date
Sec. 147.03 R.C.



Notary Public

SCHEDULE I
TO
SHORT FORM TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

Description	Registrar	Registration Number	Registration Date
Safecor Health logo trademark	United States Patent and Trademark Office	3,669,403	08/18/2009
Safecor Health word mark - trademark	United States Patent and Trademark Office	3,757,033	03/09/2010

B. TRADEMARK APPLICATIONS

None

C. TRADEMARK LICENSES

None

COLUMBUS/1657276v.2