

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM369384

<b>SUBMISSION TYPE:</b>	RESUBMISSION		
<b>NATURE OF CONVEYANCE:</b>	Amendment of Security Agreement		
<b>RESUBMIT DOCUMENT ID:</b>	900348910		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Fifth Third Bank		12/30/2015	CORPORATION: OHIO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Humana, Inc.		
<b>Street Address:</b>	500 W. Main Street		
<b>City:</b>	Louisville		
<b>State/Country:</b>	KENTUCKY		
<b>Postal Code:</b>	40202		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	85834974	MCCI	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2128594000		
<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>			
<b>Phone:</b>	2128598778		
<b>Email:</b>	novika.ishar@friedfrank.com		
<b>Correspondent Name:</b>	Novika Ishar		
<b>Address Line 1:</b>	One New York Plaza		
<b>Address Line 4:</b>	New York, NEW YORK 10004		
<b>ATTORNEY DOCKET NUMBER:</b>	3003-78		
<b>NAME OF SUBMITTER:</b>	Novika Ishar		
<b>SIGNATURE:</b>	/NI/		
<b>DATE SIGNED:</b>	01/15/2016		
<b>Total Attachments: 4</b>			
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## ASSIGNMENT OF AGENT FOR TRADEMARK SECURITY AGREEMENT

This Assignment of Agent for Trademark Security Agreement (this "Assignment"), dated as of December 30, 2015 is made by Fifth Third Bank, as the original administrative agent and collateral agent (the "Original Agent"), in favor of Humana Inc., as the new administrative agent and collateral agent (the "New Agent"). All capitalized terms used but not otherwise defined herein, shall have the meanings ascribed to them in the Trademark Security Agreement (as defined below).

WHEREAS, pursuant to that certain Trademark Security Agreement, dated as of April 24, 2013, by and between MCCI Group Holdings, LLC (the "Grantor") and the Original Agent for each of the Lenders and the L/C Issuers (the "Trademark Security Agreement"), Grantor granted to the Original Agent a Lien on and security interest in all of Grantor's right, title and interest in the Trademark Collateral, including without limitation in the trademarks listed on Schedule A (the "Security Interest"); and

WHEREAS, pursuant to that certain Second Amendment to Credit Agreement and Agency Resignation and Appointment Agreement, of even date herewith, by and between Grantor, MCCI Holdings, LLC, the Credit Parties (as defined therein), the New Agent, the Original Agent and the Lenders (as defined therein), the Original Agent has agreed to assign the Security Interest to the New Agent;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Original Agent and the New Agent agree as follows:

1. The Original Agent hereby irrevocably assigns to the New Agent, and the New Agent hereby accepts from from the Original Agent, the Security Interest, including, for the avoidance of doubt, all right, title and interest that the Original Agent may have in the Trademark Collateral (including without limitation the trademarks listed on Schedule A).

2. The Original Agent hereby authorizes the New Agent or the New Agent's authorized representative to record this Assignment with the United States Patent and Trademark Office and otherwise record or file this Assignment in any applicable governmental office or agency. The Original Agent further agrees to execute and deliver to the New Agent any and all further documents and instruments, and do any and all further acts, which the New Agent reasonably requests in order to confirm this Assignment.

3. THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICTS OF LAWS RULES THAT WOULD RESULT IN THE APPLICATION OF A DIFFERENT GOVERNING LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND EFFECT OF PERFECTION OF THE SECURITY INTEREST).

*[signature page follows]*

IN WITNESS WHEREOF, this Assignment is duly executed by the Original Agent and the New Agent by and through their authorized officers as of the date first written above.

FIFTH THIRD BANK, as the Original Agent

By:   
Name: DAVID R. GARCIA  
Title: VICE PRESIDENT

HUMANA INC., as the New Agent

By: \_\_\_\_\_  
Name:  
Title:

HUMANA INC, as the New Agent

By:



Name: Ralph M. Wilson

Title: Vice President and Associate General Counsel

[Signature Page to Amendment to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 005700 FRAME: 0077**

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Owner</u>	<u>Mark</u>	<u>Filing Date</u>	<u>Appl. No.</u>	<u>Issued Date</u>	<u>Reg. No.</u>
MCCI Group Holdings, LLC	MCCI (stylized and/or with design, mark_216177207162-101024507_-_MCCI_Logo.jpg)	January 29, 2013	85834974	October 8, 2013	4413838

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