

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM385685

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Medica Health Plans		05/26/2016	Non-Profit Corporation: MINNESOTA
Medica Insurance Company		05/26/2016	Corporation: MINNESOTA

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	430 N Wabash St Ste 302
Internal Address:	MAC N9117-031
City:	St Paul
State/Country:	MINNESOTA
Postal Code:	55101
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 31

Property Type	Number	Word Mark
Registration Number:	4581507	RETIREE TRANSITIONS BY MEDICA
Registration Number:	2950074	MEDICA DIRECT
Registration Number:	2392584	MEDICA ELECT
Registration Number:	3197384	MYMEDICA
Registration Number:	4610642	APPLAUSE
Registration Number:	3728055	BETTER EVERY DAY
Registration Number:	3445157	BROKERLINK
Registration Number:	2525628	DENTALEXPLORER
Registration Number:	3894095	IMEDICA
Registration Number:	2650342	LABORCARE
Registration Number:	1761828	MEDICA
Registration Number:	2113265	MEDICA
Registration Number:	2851516	MEDICA
Registration Number:	2858475	MEDICA
Registration Number:	3544605	MEDICA ACCESSABILITY SOLUTION
Registration Number:	4192312	MEDICA ADVANTAGE SOLUTION
Registration Number:	2239358	MEDICA CALLLINK

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2851519	MEDICA CHOICE
Registration Number:	4350695	MEDICA CLEAR SOLUTION
Registration Number:	2845802	MEDICA CONNECTIONS
Registration Number:	2848502	MEDICA DENTALCHOICE
Registration Number:	2832587	MEDICA DUAL SOLUTION
Registration Number:	3619352	MEDICA FOCUS
Registration Number:	3928721	MEDICA PERSONAL REWARDS
Registration Number:	2911386	MEDICA PRIME SOLUTION
Registration Number:	2839005	MEDICA SELECT SOLUTION
Registration Number:	2889719	MEDICA SENIORDENTAL
Registration Number:	4364125	MY HEALTH REWARDS BY MEDICA
Registration Number:	4106806	PRELUDE
Registration Number:	3959851	SYMPHONY
Serial Number:	86509765	MEDICA ONESOURCE

CORRESPONDENCE DATA

Fax Number: 6127661600

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.

Phone: 612-766-6911

Email: susan.carlson@faegrebd.com

Correspondent Name: Susan Carlson, Faegre Baker Daniels LLP

Address Line 1: 90 South 7th St Ste 2200

Address Line 4: Minneapolis, MINNESOTA 55402

NAME OF SUBMITTER:	Susan Carlson
SIGNATURE:	/e/ Susan Carlson
DATE SIGNED:	05/26/2016

Total Attachments: 10

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TRADEMARK SECURITY AGREEMENT

This Agreement is made as of May 26, 2016 by and among Medica Health Plans, a Minnesota non-profit corporation (“MHP”), Medica Insurance Company, a Minnesota corporation (“MIC”; together with MHP, collectively, the “Debtors”), and Wells Fargo Bank, National Association, a national banking association (the “Secured Party”).

Pursuant to a Credit Agreement (together with all amendments, modifications and restatements of such agreement, the “Credit Agreement”) of even date herewith between the Debtors and the Secured Party, the Secured Party has agreed to make advances to the Debtors.

As a condition to making any advance under the Credit Agreement, the Lender required the execution and delivery by the Debtors of a Security Agreement (together with all amendments, modifications and restatements of such Agreement, the “Security Agreement”) of even date herewith, pursuant to which the Debtors granted the Secured Party a security interest in substantially all of each Debtor’s personal property.

Pursuant to the Security Agreement, the Debtors are required to execute and deliver this Agreement to the Secured Party.

ACCORDINGLY, in consideration of the mutual covenants contained in the Credit Agreement, the Security Agreement and this Agreement, the parties hereby agree as follows:

1. Definitions.

Terms defined in or pursuant to the Security Agreement and not otherwise defined herein shall have the meanings given them in or pursuant to the Security Agreement. In addition, the following terms have the meanings set forth below:

“**Trademark Collateral**” means all right, title and interest of each Debtor in and to the following, in each case whether now owned or hereafter acquired or arising:

- (i) All Trademarks, including the Specified Trademarks
- (ii) All accounts and other rights to payment (including but not limited to payments of royalties) arising from or relating to any Trademark.
- (iii) All rights to recover for all past, present, and future infringements, dilutions, pre-issuance recoveries and other violations of Trademarks.
- (iv) All present and future license agreements with respect to the Trademarks.
- (v) All proceeds of any and all of the foregoing.

“**Specified Trademark**” means each of the Trademarks listed on Schedule A, together with all divisions, foreign counterparts, renewals and extensions thereof.

“**Trademark**” means any trademark, service mark, collective membership mark, and registration or application for registration of any trademark, service mark or collective membership mark, together with the goodwill associated therewith.

2. Grant of Security Interest.

In order to secure the Obligations, each Debtor hereby confirms and acknowledges that it has granted and created (and, to the extent not previously granted under the Security Agreement, does hereby irrevocably grant and create in favor of the Secured Party) a security interest in the Trademark Collateral.

3. Representations and Warranties.

Each Debtor represents and warrants that such Debtor owns each of the Specified Trademarks stated to be owned by it on Schedule A, free and clear of any Lien other than Permitted Liens.

4. General Rights and Obligations.

Except as expressly set forth herein, the rights and obligations of each Debtor and the Secured Party with respect to the Trademark Collateral shall in all respects be governed by the Credit Agreement and the Security Agreement, the terms of which are incorporated as fully as if set forth at length herein.

Signature pages follow

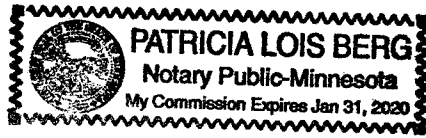
MEDICA INSURANCE COMPANY

By *Mark L Baird*
Name: Mark L. Baird
Title: Chief Financial Officer

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 10th day of May, 2016 by Mark L. Baird, the Chief Financial Officer of Medica Insurance Company, a Minnesota corporation, on behalf of the corporation.

Patricia Lois Berg
Notary Public



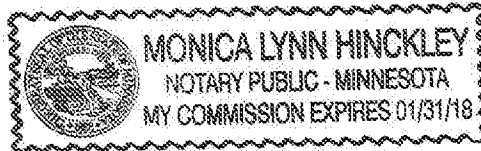
WELLS FARGO BANK, NATIONAL
ASSOCIATION

By Sean Nolan
Name: Sean Nolan
Title: Vice President

STATE OF MN)
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 10 day of May, 2016, by Sean Nolan, a Vice President of Wells Fargo Bank, National Association, a national banking association, on behalf of the association.

Monica Lynn Hinckley
Notary Public



Signature Page to Trademark Security Agreement

TRADEMARKS AND TRADEMARK APPLICATIONS**United States – Federal**

Owner	Mark	Application #	Registration #
MEDICA HEALTH PLANS	RETIREE TRANSITIONS BY MEDICA	85/966,509	4,581,507
MEDICA HEALTH PLANS	MEDICA DIRECT	78/261,280	2,950,074
MEDICA HEALTH PLANS	MEDICA ELECT	75/500,218	2,392,584
MEDICA HEALTH PLANS	MYMEDICA	78/485,452	3,197,384
MEDICA HEALTH PLANS	APPLAUSE	85/905,950	4,610,642
MEDICA HEALTH PLANS	BETTER EVERY DAY	77/744,153	3,728,055
MEDICA HEALTH PLANS	BROKERLINK	78/681,642	3,445,157
MEDICA HEALTH PLANS	DENTAL EXPLORER (single word)	75/656,306	2,525,628
MEDICA HEALTH PLANS	IMEDICA	76/370,729	3,894,095
MEDICA HEALTH PLANS	LABORCARE	76/168,397	2,650,342
MEDICA HEALTH PLANS	MEDICA	74/213,533	1,761,828
MEDICA HEALTH PLANS	MEDICA	74/592,862	2,113,265
MEDICA HEALTH PLANS	MEDICA	76/409,325	2,851,516
MEDICA HEALTH PLANS	MEDICA (Blue Letters)	76/409,448	2,858,475
MEDICA HEALTH PLANS	MEDICA ACCESSABILITY SOLUTION	77/270,851	3,544,605
MEDICA HEALTH	MEDICA ADVANTAGE	77/187,244	4,192,312

Owner	Mark	Application #	Registration #
PLANS	SOLUTION		
MEDICA HEALTH PLANS	MEDICA CALLINK (Stylized)	75/207,604	2,239,358
MEDICA HEALTH PLANS	MEDICA CHOICE	76/409,473	2,851,519
MEDICA HEALTH PLANS	MEDICA CLEAR SOLUTION	85/326,341	4,350,695
MEDICA HEALTH PLANS	MEDICA CONNECTIONS	76/409,449	2,845,802
MEDICA HEALTH PLANS	MEDICA DENTALCHOICE	76/409,796	2,848,502
MEDICA HEALTH PLANS	MEDICA DUAL SOLUTION	76/348,224	2,832,587
MEDICA HEALTH PLANS	MEDICA FOCUS	77/597,288	3,619,352
MEDICA HEALTH PLANS	MEDICA PERSONAL REWARDS	85/113,366	3,928,721
MEDICA HEALTH PLANS	MEDICA PRIME SOLUTION	76/348,327	2,911,386
MEDICA HEALTH PLANS	MEDICA SELECT SOLUTION	76/348,326	2,839,005
MEDICA HEALTH PLANS	MEDICA SENIORDENTAL	76/409,720	2,889,719
MEDICA HEALTH PLANS	MY HEALTH REWARDS BY MEDICA	85/769,318	4,364,125
MEDICA HEALTH PLANS	PRELUDE	85/257,993	4,106,806
MEDICA HEALTH PLANS	SYMPHONY	85/081,773	3,959,851
MEDICA HEALTH PLANS	MEDICA ONESOURCE	86/509,765	
MEDICA HEALTH PLANS	CENTER FOR HEALTHY AGING	33856	33856
MEDICA HEALTH PLANS	SELECTCARE	847884-3	847884-3
MEDICA HEALTH	FIT CHOICES	835867-3	835867-3

Owner	Mark	Application #	Registration #
PLANS			
MEDICA HEALTH PLANS	FIT CHOICES	835867-2	835867-2
MEDICA HEALTH PLANS	HOWWASYOURCARE?	3359863-2	3359863-2
MEDICA HEALTH PLANS	IT'S YOUR HEALTH	1030529-2	1030529-2
MEDICA HEALTH PLANS	IT'S YOUR HEALTH	1030526-2	1030526-2
MEDICA HEALTH PLANS	MEDICA	17780	17780
MEDICA HEALTH PLANS	MEDICA	17779	17779
MEDICA HEALTH PLANS	MEDICA CHOICE	18256	18256
MEDICA HEALTH PLANS	MEDICA CHOICE	18257	18257
MEDICA HEALTH PLANS	MEDICA DENTALCHOICE	18260	18260
MEDICA HEALTH PLANS	MEDICA DENTALCHOICE	18261	18261
MEDICA HEALTH PLANS	MEDICA DIRECT	21099	21099
MEDICA HEALTH PLANS	MEDICA DIRECT	21098	21098
MEDICA HEALTH PLANS	MY PLAN BY MEDICA	4364392-2	4364392-2
MEDICA HEALTH PLANS	MEDICA ENCORE	3015125-4	3015125-4
MEDICA HEALTH PLANS	MEDICA ESSENTIAL	820204-3	820204-3
MEDICA HEALTH PLANS	MEDICA ESSENTIAL	820204-4	820204-4
MEDICA HEALTH PLANS	MEDICA PERSONAL REWARDS	4022524-2	4022524-2
MEDICA HEALTH	MEDICA SOLO	3015125-6	3015125-6

Owner	Mark	Application #	Registration #
PLANS			
MEDICA HEALTH PLANS	CENTER FOR HEALTHY AGING	33854	33854
MEDICA INSURANCE COMPANY	MEDICA OF NORTH DAKOTA	22846700	22846700
MEDICA HEALTH PLANS	SELECTCARE	N/A	N/A

United States - State

Owner	Mark	State	Application #	Registration #
MEDICA HEALTH PLANS	CENTER FOR HEALTHY AGING	Minnesota	33856	33856
MEDICA HEALTH PLANS	SELECTCARE	Minnesota	847884-3	847884-3
MEDICA HEALTH PLANS	FIT CHOICES	Minnesota	835867-3	835867-3
MEDICA HEALTH PLANS	FIT CHOICES	Minnesota	835867-2	835867-2
MEDICA HEALTH PLANS	HOWWASYOUR CARE?	Minnesota	3359863-2	3359863-2
MEDICA HEALTH PLANS	IT'S YOUR HEALTH	Minnesota	1030529-2	1030529-2
MEDICA HEALTH PLANS	IT'S YOUR HEALTH	Minnesota	1030526-2	1030526-2
MEDICA HEALTH PLANS	MEDICA	Minnesota	17780	17780
MEDICA HEALTH PLANS	MEDICA	Minnesota	17779	17779
MEDICA HEALTH PLANS	MEDICA CHOICE	Minnesota	18256	18256
MEDICA HEALTH PLANS	MEDICA CHOICE	Minnesota	18257	18257
MEDICA HEALTH PLANS	MEDICA DENTALCHOICE	Minnesota	18260	18260
MEDICA HEALTH	MEDICA	Minnesota	18261	18261

Owner	Mark	State	Application #	Registration #
PLANS	DENTALCHOICE			
MEDICA HEALTH PLANS	MEDICA DIRECT	Minnesota	21099	21099
MEDICA HEALTH PLANS	MEDICA DIRECT	Minnesota	21098	21098
MEDICA HEALTH PLANS	MY PLAN BY MEDICA	Minnesota	4364392-2	4364392-2
MEDICA HEALTH PLANS	MEDICA ENCORE	Minnesota	3015125-4	3015125-4
MEDICA HEALTH PLANS	MEDICA ESSENTIAL	Minnesota	820204-3	820204-3
MEDICA HEALTH PLANS	MEDICA ESSENTIAL	Minnesota	820204-4	820204-4
MEDICA HEALTH PLANS	MEDICA PERSONAL REWARDS	Minnesota	4022524-2	4022524-2
MEDICA HEALTH PLANS	MEDICA SOLO	Minnesota	3015125-6	3015125-6
MEDICA HEALTH PLANS	CENTER FOR HEALTHY AGING	Minnesota	33854	33854
MEDICA INSURANCE COMPANY	MEDICA OF NORTH DAKOTA	North Dakota	22846700	22846700
MEDICA HEALTH PLANS	SELECTCARE	South Dakota	N/A	N/A