

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement
CONVEYING PARTY DATA	
Name	Execution Date
SHPS Human Resource Solutions, Inc. f/k/a EBENX, Inc.	08/09/2006
RECEIVING PARTY DATA	
Name:	JPMorgan Chase Bank, N.A. as First Lien Collateral Agent
Street Address:	270 Park Ave.
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
PROPERTY NUMBERS Total: 1	
Property Type	Number
Patent Number:	6067522
CORRESPONDENCE DATA	
Fax Number:	(866)459-2899
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	202-783-2700
Email:	carey.lening@federalresearch.com
Correspondent Name:	CBCInnovis dba Federal Research
Address Line 1:	1023 Fifteenth Street, NW, Ste 401
Address Line 2:	attn: Carey Lening
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005
ATTORNEY DOCKET NUMBER:	365814
NAME OF SUBMITTER:	Oleh Hereliuk
Total Attachments: 11 source=365814#page1.tif source=365814#page2.tif source=365814#page3.tif	

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FIRST LIEN PATENT AND TRADEMARK SECURITY AGREEMENT dated as of August 9, 2006, among SHPS HOLDINGS, INC., a Delaware corporation ("Holdings"), SHPS, INC., a Florida corporation and a subsidiary of Holdings (the "Borrower") and JPMORGAN CHASE BANK, N.A., as the Collateral Agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Amended and Restated First Lien Credit Agreement dated as of August 9, 2006 (as amended, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), among Holdings, the Borrower, the lenders from time to time party thereto (the "Lenders") and JPMorgan Chase Bank, N.A., as administrative agent and collateral agent thereunder and (b) the First Lien Guarantee and Collateral Agreement dated as of August 9, 2006 (as amended, supplemented or otherwise modified from time to time, the "First Lien Collateral Agreement"), among Holdings, the Borrower, the other Loan Parties from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiaries party hereto are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the First Lien Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the First Lien Collateral Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each of the Grantors, pursuant to the First Lien Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Patent and Trademark Collateral"):

(a) all letters patent of the United States, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office, including those listed on Schedule I attached hereto (the "Patents");

(b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions of the Patents, and the inventions disclosed or claimed in the

Patents, including the right to make, use and/or sell the inventions disclosed or claimed in the Patents;

(c) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule II attached hereto (the "Trademarks");

(d) all goodwill associated with or symbolized by the Trademarks; and

(e) all assets, rights and interests that uniquely reflect or embody such goodwill.

Notwithstanding the foregoing, the Patent and Trademark Collateral shall not include any assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest if the grant of a security interest in such assets or properties in the manner contemplated by this Agreement, under the terms thereof or under applicable law, is prohibited or would give any other party the right to terminate a license or other agreement relating to such assets or properties, provided that any such limitation on the security interest granted hereunder shall only apply to the extent that any such prohibition or termination right would not be rendered ineffective pursuant to the UCC or any other applicable law.

SECTION 3. First Lien Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the First Lien Collateral Agreement. The parties hereto hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Patent and Trademark Collateral are more fully set forth in the First Lien Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the First Lien Collateral Agreement, the terms of the First Lien Collateral Agreement shall govern.

SECTION 4. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

IN WITNESS WHEREOF, the parties hereto have duly executed this First
Lien Patent and Trademark Security Agreement as of the day and year first above
written.

SHPS, INC.,

by Richard Helms

Name:

Title:

Signature Page to Patent & Trademark Security Agreement- First Lien

SHPS HOLDINGS, INC.,

by

Rishabh Melrotan

Name:

Title:

Signature Page to Patent & Trademark Security Agreement- First Lien

PATENT
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IN WITNESS WHEREOF, the parties hereto have duly executed this First Lien Patent and Trademark Security Agreement as of the day and year first above written.

SHPS, INC.,

by

Name:

Title:

SHPS HOLDINGS, INC.,


by

Name:

Title:

JPMORGAN CHASE BANK, N.A., as
Collateral Agent,

by



Name: **THOMAS T. HOU**
Title: **VICE PRESIDENT**

[OTHER GRANTORS],

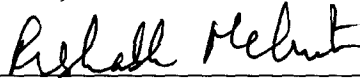
by

Name:

Title:

SHPS HUMAN RESOURCE SOLUTIONS, INC.
SHPS HEALTH MANAGEMENT SOLUTIONS, INC.
LANDACORP, INC.
PATIENTCENTRIX, INC.
PROMEDEX, INC.

by



Name:

Title:

Schedule I
Patents

SHPS Human Resource Solutions, Inc. (f/k/a eBenX, Inc.)

Patent -- U.S. Patent No. 6,067,522 "Health and Welfare Benefit Enrollment and Billing System and Method".

Schedule II
Trademarks

SHPS, Inc.

Trademarks:

Mark	Status	Reg. No.	Reg. Date
SHPS AND DESIGN	Registered	2517784	12/11/01
SHPS	Registered	2388299	09/19/00
SHPS	Registered	2451339	05/15/01*
SHPS AND DESIGN	Registered	2449548	05/08/01
PEOPLETECHNOLOGY	Registered	2705082	04/08/03
Care Wise	Application	78562442	02/08/05 (Filed)
Carwise	Application	78496656	10/08/04 (Filed)

*Sykes Health Plan Services, Inc. is registered owner

SHPS Health Management Solutions, Inc.
(f/k/a CareWise, Inc.)

Trademarks:

Mark	Status	Reg. No.	Reg. Date
BabyWise	Registered	2012144	10/29/96
CareSupport	Registered	2023280	12/17/96
CareWise	Renewed	1574030	12/26/89
LivingWise	Registered	2023281	12/17/96
CareWise logo	Registered	2805695	01/13/04

SHPS Human Resource Solutions, Inc. (f/k/a eBenX, Inc.)

Trademarks

Mark	Filing Date	Application / Reg. No.	Registration Date
WEBELECT	07/29/96	2196935	10/20/98
EBENX CONNEXION	01/18/02	2710087	04/22/03

eBenX WEBINQUIRY	07/11/02	2721087	06/03/03
eBenX WebRemit	07/11/02	2721088	06/03/03
EBENX	07/17/02	2723906	06/10/03
For the Health and Welfare...	07/17/02	2719169	05/27/03
BEN-NET	12/11/03	78339287	

SHPS Health Management Solutions, Inc. (f/k/a National Health Services, Inc.)

Trademarks:

Mark	Reg. Date	Reg. No.
CAREREVIEW	September 30, 1986	1411602
CAREREVIEW	December 3, 1986	WI1101746336 (Wisconsin)

Landacorp, Inc.

Trademarks:

Mark	Reg. Date	Reg. No.
LANDACORP	October 6, 1998	2193444
MAXSYS	March 19, 2002	2548779
MAXMC	February 18, 2003	2687735
HEALTHVIEWS	April 12, 2005	2940284

Trademark Applications:

Mark	Filing Date	App. No.
Managing for Tomorrow	October 8, 2004	78496658

Promedex, Inc.

Trademarks:

Mark	Reg. Date	Reg. No.
Design Only	January 25, 2000	2311085

MANAGING FOR TOMORROW	August 1, 2000	2372279
SMOKE-FREE TOMORROW	October 10, 2000	2393132
NETCARE	December 10, 2002	2657486