

PATENT ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Lien Patent and Trademark Release of Security Interest
CONVEYING PARTY DATA	
Name	Execution Date
JPMorgan Chase Bank, N.A	05/28/2009
RECEIVING PARTY DATA	
Name:	SHPS, Inc.
Street Address:	9200 Shelbyville Road, 7th Floor
City:	Louisville
State/Country:	KENTUCKY
Postal Code:	40222
Name:	SHPS Health Management Solutions, Inc.
Street Address:	9200 Shelbyville Road, 7th Floor
City:	Louisville
State/Country:	KENTUCKY
Postal Code:	40222
Name:	SHPS Human Resource Solutions, Inc.
Street Address:	9200 Shelbyville Road, 7th Floor
City:	Louisville
State/Country:	KENTUCKY
Postal Code:	40222
Name:	Landacorp, Inc.
Street Address:	9200 Shelbyville Road, 7th Floor
City:	Louisville
State/Country:	KENTUCKY
Postal Code:	40222
Name:	SHPS Holdings, Inc.
Street Address:	9200 Shelbyville Road, 7th Floor

500874127

PATENT
REEL: 022757 FRAME: 0938

CH \$40.00 6067522

City:	Louisville
State/Country:	KENTUCKY
Postal Code:	40222

PROPERTY NUMBERS Total: 1

Property Type	Number
Patent Number:	6067522

CORRESPONDENCE DATA

Fax Number: (312)577-4565
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3125778265
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ATTORNEY DOCKET NUMBER:	332658-4
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NAME OF SUBMITTER:	Kristin Brozovic
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Total Attachments: 5
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**SECOND LIEN PATENT AND TRADEMARK RELEASE OF SECURITY
INTEREST**

THIS SECOND LIEN PATENT AND TRADEMARK RELEASE OF SECURITY INTEREST (this "Release") is made as of May 28, 2009 by JPMORGAN CHASE BANK, N.A., as Second Lien Collateral Agent (the "Second Lien Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Second Lien Collateral Agent and SHPS HOLDINGS, INC., a Delaware corporation ("Holdings"), SHPS, INC., a Florida corporation ("Borrower"), SHPS HUMAN RESOURCE SOLUTIONS, INC., a Kentucky corporation ("SHPS Human Resource"), SHPS HEALTH MANAGEMENT SOLUTIONS, INC., a Delaware corporation ("SHPS Health Management"), LANDACORP, INC., a Delaware corporation ("Landacorp"), PATIENTCENTRIX, INC., a Delaware corporation ("PatientCentrix") and PROMEDEX, INC., a Delaware corporation ("ProMedex", collectively along with Holdings, Borrower, SHPS Human Resource, SHPS Health Management, Landacorp, PatientCentrix and ProMedex the "Grantors"), were parties to that certain Second Lien Patent and Trademark Security Agreement, dated as of August 9, 2006 (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement), pursuant to which Grantors granted a second priority security interest to the Second Lien Collateral Agent, for the benefit of the Secured Parties, in the Released Patents and Trademarks (as defined below), as security for the Obligations owing by the Grantors to the Secured Parties;

WHEREAS, the Security Agreement was recorded by the United States Patent and Trademark Office, Patent Division, on September 20, 2006 at Reel 018279, Frame 0097;

WHEREAS, the Security Agreement was recorded by the United States Patent and Trademark Office, Trademark Division, on September 20, 2006 at Reel 003393, Frame 0762; and

WHEREAS, the Obligations have now been satisfied and the Grantors have requested that the Second Lien Collateral Agent release its security interest in the Released Patents and Trademarks and reassign the same to the Grantors.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. The Second Lien Collateral Agent hereby terminates and releases its security interest in all of the Grantors' right, title and interest in and to all of the

following (collectively, the "Released Patents and Trademarks"):

(a) all letters patent of the United States, all registrations and recording 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 I 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.

2. The Second Lien Collateral Agent hereby reassigns to the Grantors, without any representation, warranty, recourse or undertaking by Second Lien Collateral Agent, all of the Second Lien Collateral Agent's right, title and interest in and to the Released Patents and Trademarks.


3. The Second Lien Collateral Agent agrees to execute, acknowledge, procure and deliver any further appropriate documents as may be reasonably requested by the Grantors to evidence the Release, in each case at the Grantors' expense without recourse to or representation or warranty by the Second Lien Collateral Agent.

4. Any release, termination or reassignment pursuant to the terms of this Release, and the execution and delivery of the Release are made without recourse to or representation or warranty by the Second Lien Collateral Agent.

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IN WITNESS WHEREOF, the undersigned has caused this Second Lien Patent and Trademark Release of Security Interest to be duly executed by its duly authorized officer as of the day and year first above written.

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

By: 
Name: Dawn L. LeeLum
Title: Executive Director

Schedule 1 to
Patent and Trademark Release
of Security Interest

REGISTERED PATENTS

Description	Patent No.	Date of Issuance	Application No.	Application Date	Owner
Health and Welfare Benefit Enrollment and Billing System and Method	6067522	5/23/00	08609478	3/1/96	SHPS Human Resource Solutions, Inc.

PATENT APPLICATIONS

None

REGISTERED TRADEMARKS

Mark	Registration Number	Registration Date	Owner
SHPS AND DESIGN	2517784	12/11/01	SHPS, Inc.
SHPS	2388299	9/19/00	SHPS, Inc.
SHPS	2451339	5/15/01	SHPS, Inc.
PEOPLETECHNOLOGY	2705082	4/8/03	SHPS, Inc.
CARE WISE and Design	3357158	12/18/07	SHPS, Inc.
CAREWISE	3357100	12/18/07	SHPS, Inc.
BABYWISE	2012144	10/29/96	SHPS Health Management Solutions, Inc.
CAREWISE	1574030	12/26/89	SHPS Health Management Solutions, Inc.
LIVINGWISE	2023281	12/17/96	SHPS Health Management Solutions, Inc.
CAREWISE LOGO	2805695	1/13/04	SHPS Health Management Solutions, Inc.
CAREREVIEW	1411602	9/30/86	SHPS Health Management Solutions, Inc.
EBENX CONNEXION	2710087	4/22/03	SHPS Human Resource

			Solutions, Inc.
EBENX WEBINQUIRY	2721087	6/3/03	SHPS Human Resource Solutions, Inc.
EBENX WEBREMIT	2721088	6/3/03	SHPS Human Resource Solutions, Inc.
EBENX	2723906	6/10/03	SHPS Human Resource Solutions, Inc.
FOR THE HEALTH AND WELFARE...	2719169	5/27/03	SHPS Human Resource Solutions, Inc.
BEN-NET	3119101	7/25/06	SHPS Human Resource Solutions, Inc.
LANDACORP	2193444	10/6/98	Landacorp, Inc.
MAXSYS	2548779	3/19/02	Landacorp, Inc.
MAXMC	2687735	2/18/03	Landacorp, Inc.
HEALTHVIEWS	2940284	4/12/05	Landacorp, Inc.
MANAGING FOR TOMORROW	2372279	8/1/00	Landacorp, Inc.
NETCARE	2657486	12/10/02	Landacorp, Inc.