

03-22-2002

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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102028043

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 3-4-02
PacifiCare Health Plan Administrators, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)
Name: Wilmington Trust Company

Internal Address: _____
Street Address: 1100 North Market Street, Rodney Square
City: Wilmington State: Delaware Zip: 19890

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State: Delaware
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached: Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: August 20, 2001

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
N/A

B. Trademark Registration No.(s)
2,281,622

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Intellectual Property Docketing

Internal Address: SHEARMAN & STERLING

Street Address: 599 Lexington Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

Enclosed
 Authorized to be charged to deposit account

8. If check is missing or otherwise insufficient, charge deposit account number:
50-0324

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Keum A. Yoon February 22, 2002
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 10

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

03/21/2002 6TOM11 00000073 2281622

01 FC:481

40.00 OP

Continuation of Recordation Form Coversheet

Continuation of Box 2:

Name and Address of receiving party(ies)

Name: David A. Vanaskey

Internal
Address: _____

Street Address: 1100 North Market Street, Rodney Square

City: Wilmington State: Delaware Zip: 19890

Individual(s) citizenship Delaware

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State: _____

Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached: Yes No

No Addition Pages

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated August 20, 2001, is made by the Persons listed on the signature pages hereof (collectively, the "*Grantors*") in favor of the Wilmington Trust Company, not in its individual capacity but solely as corporate trustee (the "*Corporate Trustee*") and David A. Vanaskey, not in his individual capacity but solely as individual trustee (the "*Individual Trustee*"; and, together with the Corporate Trustee, the "*Collateral Trustees*"), the foregoing trustees being trustees for the Representatives and the Secured Holders.

WHEREAS, PacifiCare Health Systems, Inc., a Delaware corporation (the "*Borrower*") has entered into an Amended and Restated Credit Agreement dated as of August 20, 2001 (as the same may be amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"; terms defined therein and not otherwise defined herein shall have the meanings specified therein) with the banks and other financial institutions party thereto (the "*Lenders*"), Banc of America Securities LLC ("*Banc of America Securities*"), as co-lead arranger, and Bank of America, N.A., as Administrative Agent (together with any successor administrative agent appointed pursuant to Article VII of the Credit Agreement, the "*Administrative Agent*") for the Lenders thereunder. It is a condition precedent to the effectiveness of the Credit Agreement that the Grantor shall have granted to the Collateral Trustees the pledge and assignment of, and the lien and security interest in, certain property and assets of the Grantor pursuant to the Shared Collateral Documents.

WHEREAS, the Grantor has issued 7% Senior Notes due 2003 (as amended, supplemented or otherwise modified and in effect on the date hereof and as the same may hereafter be further amended, modified, extended, renewed, replaced, restated or supplemented from time to time pursuant to the terms thereof, the "*7% Notes*") pursuant to that certain Indenture dated as of September 22, 1993 (as amended, supplemented or otherwise modified and in effect on the date hereof and as the same may be further amended, modified, extended, renewed, replaced, restated or supplemented from time to time pursuant to the terms thereof, the "*7% Notes Indenture*", together with the 7% Notes, the "*Existing Indebtedness Agreements*").

WHEREAS, pursuant to the 7% Notes Indenture, the Grantor has agreed not to incur, and not to permit certain of its Subsidiaries to incur, certain Liens (as therein defined) upon any of its property or assets to secure certain Indebtedness (as therein defined) without making effective provision whereby the obligations under the Existing Indebtedness Agreements shall be secured equally and ratably with the Indebtedness secured by such Liens for so long as such Indebtedness shall be so secured.

WHEREAS, the Collateral Trustees have agreed, pursuant to the terms of the Collateral Trust Agreement, to accept the pledge and assignment, and the grant of a security interest, under this Agreement as security for the Secured Obligations.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement from time to time, the Grantor has executed and delivered that certain Shared Collateral Security Agreement dated

August 20, 2001 made by the Grantor to the Collateral Trustees (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**").

WHEREAS, under the terms of the Security Agreement, the Grantor has granted a security interest in, among other property, certain intellectual property of the Grantor to the Collateral Trustees for their benefit and in trust for the ratable benefit of the Representatives and the Secured Holders, and have agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Trustees for their benefit and in trust for the ratable benefit of the Representatives and the Secured Holders a security interest in and to all of the Grantor's right, title and interest in and to the following (the "**Collateral**"):

(i) the United States, international, and foreign patents, patent applications and patent licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Exhibit C to the Security Agreement (an "**IP Security Agreement Supplement**"), executed and delivered by the Grantor to the Collateral Trustees from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "**Patents**");

(ii) the United States and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (as such Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by the Grantor to the Collateral Trustees from time to time) (the "**Trademarks**");

(iii) the copyrights, United States and foreign copyright registrations and applications and copyright licenses set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by the Grantor to the Collateral Trustees from time to time) (the "**Copyrights**");

(iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(v) any and all proceeds of the foregoing.

SECTION 2. Security for Obligations. The pledge and assignment of, and the grant of a security interest in, the Collateral by the Grantor under this IP Security Agreement secures the payment of all Secured Obligations (as such term is defined in the Collateral Trust Agreement) of the Grantor.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

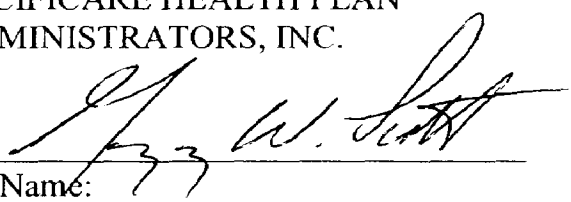
SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Trustees with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PACIFICARE HEALTH PLAN
ADMINISTRATORS, INC.

By


Name:

Title:

Address for Notices:
3120 Lake Center Drive
Santa Ana, California 92704

Schedule B

Trademarks

Description	Federal Registration Number	Registration Date	Expiration Date	Registrant	Service or Trademark	Status
HELPING YOU NAVIGATE LIFES CHALLENGES	2,281,622	28-Sep-99	28-Sep-09	PacifiCare Operations, Inc.; now PacifiCare Health Plan Administrators, Inc.	SM	Principal Register

IP Security Agreement (Shared Collateral)