

RECORDATION FORM COVER
TRADEMARKS ONLY

02-19-2003

3CE
Office



102366957

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the

1. Name of conveying party(ies): 2.14 US
 SHPS, Inc. eBenX, Inc.
 CareWise, Inc.
 OMS Incorporated

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: JPMorgan Chase Bank
 Internal Address: _____
 Street Address: 270 Park Avenue
 City: New York State: NY ZIP: 10017

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State NY
 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 Guarantee and Collateral Agreement

Execution Date: February 5, 2003

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

A. Trademark Application No.(s)
 Please see attached Schedules

Additional numbers attached? Yes No

B. Trademark Registration No.(s)
 Please see attached Schedules

2347299

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

Name: Penelope Agodoa
 Internal Address: Federal Research Corp.

Street Address: 1030 15th Street NW
Suite 920

City: Washington State: DC ZIP: 20005

6. Total number of applications and registrations involved: 24

7. Total fee (37 CFR 3.41)..... 615.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

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

02/26/2003 BYRNE 00000027 2308299

DO NOT USE THIS SPACE

01 FC:8521 40.00 OP
02 FC:8522 575.00 OP

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.

Maha Hussain
Name of Person Signing

Signature

February 13, 2003
Date

Total number of pages including cover sheet, attachments, and document: 2

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assnments

SCHEDULE VI

**TRADEMARK/TRADE NAMES OWNED BY
SHPS, Inc.**
(Numerical order by registration/application number)

U.S. Trademark Registrations

<u>Mark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>	
SHPS	September 19, 2000	2,388,299—U.S. Service Mark	1
SHPS AND DESIGN	May 8, 2001	2,449,548—U.S. Trademark	2
SHPS	May 15, 2001	2,451,339—U.S. Trade Mark	3
SHPS AND DESIGN	December 11, 2001	2,517,784---U.S. Service Mark	4

U.S. Trademark Applications

<u>Mark</u>	<u>Filing Date</u>	<u>App. No.</u>
PEOPLETECHNOLOGY	Notice for Allowance issued by PTO on April 16, 2002	

State Trademark Registrations

None

Non-U.S. Trademark Registrations

None

**TRADEMARK/TRADE NAMES OWNED BY
CareWise, Inc.**
(Numerical order by registration/application number)

U.S. Trademark Registrations

Mark	Reg. Date	Reg. No.	
CareWise	December 26, 1989	1,574,030	5
BabyWise	October 29, 1996	2,012,144	6
CareSupport	December 17, 1996	2,023,280	7
LivingWise	December 17, 1996	2,023,281	8

U.S. Trademark Applications

Mark	Filing Date	App. No.	
CareWise logo	08/19/01	78/044,015	9

State Trademark Registrations

None

Non-U.S. Trademark Registrations

None

**TRADEMARK/TRADE NAMES OWNED BY
OMS Incorporated**
(Numerical order by registration/application number)

U.S. Trademark Registrations

Mark	Reg. Date	Reg. No.
OPTIMED ®	December 3, 1991	1,666,559

10

U.S. Trademark Applications

None

State Trademark Registrations

None

Non-U.S. Trademark Registrations

None

**TRADEMARK/TRADE NAMES OWNED BY
eBenx, Inc.**

(Numerical order by registration/application number)

U.S. Trademark Registrations

Mark	Reg. Date	Reg. No.
BEN-NET	June 17, 1997	2,071,862
WEBELECT	October 20, 1998	2,196,935

11
12

U.S. Trademark Applications

Mark	Filing Date	App. No.
BENX	10/8/99	75/818,475
The Benefit Exchange Network	10/8/99	75/818,476
The Benefit Exchange Network	10/8/99	75/818,477
eBenX	10/8/99	75/818,478
EBENX	10/8/99	75/818,479
BENX	10/8/99	75/818,480
BENU	9/12/01	76/312,135
eBenX Web Inquiry	7/11/02	76/430,054
eBenX WebRemit	7/11/02	76/430,057
EBENX CONNEXION	1/18/02	76/430,437
For the Health and Welfare...	7/17/02	76/431,669
EBENX	7/17/02	76/431,670

13
14
15
16
17
18
19
20
21
22
23
24

State Trademark Registrations

None

Non-U.S. Trademark Registrations

None

GUARANTEE AND COLLATERAL AGREEMENT dated as

of February 5, 2003 (this "Agreement"), among SHPS, Inc., a Florida corporation (the "Borrower"), SHPS Holdings, Inc., a Delaware corporation ("Holdings"), the Subsidiaries identified herein and JPMORGAN CHASE BANK, as Collateral Agent.

Reference is made to the Credit Agreement dated as of February 5, 2003 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the lenders from time to time party thereto (the "Lenders") and JPMorgan Chase Bank, as Administrative Agent and Collateral Agent. The Lenders have agreed to extend credit to the Borrower on the terms and subject to the conditions set forth in the 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 Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Credit Agreement. (a) Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement. All terms defined in the New York UCC (as defined herein) that are used and not otherwise defined in this Agreement shall have the meanings assigned thereto in the New York UCC; the term "instrument" shall have the meaning specified in Article 9 of the New York UCC.

(b) The rules of construction specified in Article I of the Credit Agreement also apply to this Agreement.

SECTION 1.02. Other Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"Account Debtor" means any Person who is or who may become obligated to any Grantor under, with respect to or on account of an Account.

"Article 9 Collateral" has the meaning assigned to such term in Section 4.01.

"Borrower" has the meaning assigned to such term in the Credit Agreement.

"Collateral" means Article 9 Collateral and Pledged Collateral.

"Collection Deposit Account" means a lockbox account of a Grantor maintained for the benefit of the Secured Parties with the Collateral Agent or with a Sub-Agent pursuant to a Lockbox Agreement.

"Concentration Account" means a cash collateral account to be established at the office of JPMorgan Chase Bank pursuant to Section 4.06.

"Copyright License" means any written agreement, now or hereafter in effect, granting any right to any third party under any copyright now or hereafter owned by any Grantor

<<NYCORP-2226072.6:4575C:02/05/03-11:14a>>

<<NYCORP-2226072.6:4575C:02/05/03-11:14a>>

or that such Grantor otherwise has the right to license, or granting any right to any Grantor under any copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

"Copyrights" means all of the following now owned or hereafter acquired by any Grantor: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule IV.

"Credit Agreement" has the meaning assigned to such term in the preamble of this Agreement.

"Equity Interests" means shares of capital stock, partnership interests, membership interests in limited liability companies, beneficial interests in trusts or other equity ownership interests in any Person and any warrants, options or other rights to acquire any of the foregoing.

"Federal Securities Laws" has the meaning assigned to such term in Section 5.04.

"General Fund Account" means a general fund account established at the office of JPMorgan Chase Bank pursuant to Section 4.06.

"General Intangibles" means all choses in action and causes of action and all other intangible personal property of any Grantor of every kind and nature (other than Accounts) now owned or hereafter acquired by any Grantor, including corporate or other business records, indemnification claims, payment intangibles, contract rights (including rights under leases, whether entered into as lessor or lessee, Hedging Agreements and other agreements), Intellectual Property, goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to any Grantor to secure payment by an Account Debtor of any of the Accounts.

"Grantors" means Holdings, the Borrower and the Subsidiary Parties.

"Intellectual Property" means all intellectual and similar property of any Grantor of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

"License" means any Patent License, Trademark License, Copyright License or other license or sublicense to which any Grantor is a party, including those listed on Schedule III.

"Lender" means a "Lender" under and as defined in the Credit Agreement.

"Lockbox Agreement" means a Lockbox and Depository Agreement substantially in the form of Annex I, or any other form approved by the Collateral Agent, among a Grantor, the Collateral Agent and a Sub-Agent.

"Lockbox System" has the meaning assigned to such term in Section 4.06(a).

"New York UCC" means the Uniform Commercial Code as from time to time in effect in the State of New York.

"Obligations" means (a) the due and punctual payment by the Borrower of (i) the principal of and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) all other monetary obligations of the Borrower to any of the Secured Parties under the Credit Agreement and each of the other Loan Documents, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), (b) the due and punctual performance of all other obligations of the Borrower under or pursuant to the Credit Agreement and each of the other Loan Documents, (c) the due and punctual payment and performance of all the obligations of each other Loan Party under or pursuant to this Agreement and each of the other Loan Documents and (d) the due and punctual payment and performance of all obligations of each Loan Party under each Hedging Agreement that (i) is in effect on the Effective Date with a counterparty that is a Lender or an Affiliate of a Lender as of the Effective Date or (ii) is entered into after the Effective Date with any counterparty that is a Lender or an affiliate of a Lender at the time such Hedging Agreement is entered into.

"Patent License" means any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a patent, now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement.

"Patents" means all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule III, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

"Pledged Collateral" has the meaning assigned to such term in Section 3.01.

"Pledged Debt Securities" has the meaning assigned to such term in Section 3.01.

"Pledged Securities" means any promissory notes, stock certificates or other securities now or hereafter included in the Pledged Collateral, including all certificates, instruments or other documents representing or evidencing any Pledged Collateral.

"Pledged Stock" has the meaning assigned to such term in Section 3.01.

"Pledgors" means Holdings, the Borrower and the Subsidiary Parties.

"Perfection Certificate" means a certificate substantially in the form of Annex 2, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by a Financial Officer and the chief legal officer of the Borrower.

"Proceeds" has the meaning specified in Section 9-102 of the New York UCC.

"Secured Parties" means (a) the Lenders, (b) the Collateral Agent, (c) Administrative Agent, (d) each counterparty to any Hedging Agreement with a Loan Party that either (i) shall have been in effect on the Effective Date if such counterparty shall have been a

Lender or an affiliate of a Lender as of the Effective Date or (ii) shall have been entered into after the Effective Date if such counterparty shall have been a Lender or an affiliate of a Lender at the time such Hedging Agreement was entered into, (e) the beneficiaries of each indemnification obligation undertaken by any Grantor or Pledgor under any Loan Document and (f) the successors and assigns of each of the foregoing.

"Security Interest" has the meaning assigned to such term in Section 4.01.

"Sub-Agent" means a financial institution that has delivered to the Collateral Agent an executed Lockbox Agreement.

"Subsidiary Parties" means (a) the Subsidiaries identified on Schedule I and (b) each other Subsidiary that becomes a party to this Agreement as a Subsidiary Party as contemplated by Section 7.16.

"Trademark License" means any written agreement, now or hereafter in effect, granting to any third party any right to use any trademark now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

"Trademarks" means all of the following now owned or hereafter acquired by any Grantor: (a) 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, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule II, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

ARTICLE II

Guarantee

SECTION 2.01. Guarantee. Each Grantor unconditionally and irrevocably guarantees, jointly with the other Grantors and severally, as a primary obligor and not merely as a surety, the due and punctual payment and performance of the Obligations. Each of the Grantors further agrees that the Obligations may be extended or renewed, in whole or in part, without notice to or further assent from it, and that it will remain bound upon its guarantee notwithstanding any extension or renewal of any Obligation. Each of the Grantors waives presentment to, demand of payment from and protest to the Borrower or any other Loan Party of any of the Obligations, and also waives notice of acceptance of its guarantee and notice of protest for nonpayment.

SECTION 2.02. Guarantee of Payment. Each of the Grantors further agrees that its guarantee hereunder constitutes a guarantee of payment when due and not of collection, and waives any right to require that any resort be had by the Collateral Agent or any other Secured Party to any security held for the payment of the Obligations or to any balance of any deposit account or credit on the books of the Collateral Agent or any other Secured Party in favor of the Borrower or any other Person.

SECTION 2.03. No Limitations, Etc. (a) Except for termination of a Grantor's obligations hereunder as expressly provided in Section 7.15, the obligations of each Grantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any

reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of the Obligations or otherwise. Without limiting the generality of the foregoing, the obligations of each Grantor hereunder shall not be discharged or impaired or otherwise affected by (i) the failure of the Collateral Agent or any other Secured Party to assert any claim or demand or to enforce any right or remedy under the provisions of any Loan Document or otherwise; (ii) any rescission, waiver, amendment or modification of, or any release from any of the terms or provisions of, any Loan Document or any other agreement, including with respect to any other Grantor under this Agreement; (iii) the release of any security held by the Collateral Agent or any other Secured Party for the Obligations or any of them; (iv) any default, failure or delay, wilful or otherwise, in the performance of the Obligations; or (v) any other act or omission that may or might in any manner or to any extent vary the risk of any Grantor or otherwise operate as a discharge of any Grantor as a matter of law or equity (other than the indefeasible payment in full in cash of all the Obligations). Each Grantor expressly authorizes the Secured Parties to take and hold security for the payment and performance of the Obligations and this Agreement, to exchange, waive or release any or all such security (with or without consideration), to enforce or apply such security and direct the order and manner of any sale thereof in their sole discretion or to release or substitute any one or more other Grantors or obligors upon or in respect of the Obligations, all without affecting the obligations of any Grantor hereunder.

(b) To the fullest extent permitted by applicable law, each Grantor waives any defense based on or arising out of any defense of the Borrower or any other Loan Party or the unenforceability of the Obligations or any part thereof from any cause, or the cessation from any cause of the liability of the Borrower or any other Loan Party, other than the indefeasible payment in full in cash of all the Obligations. The Collateral Agent and the other Secured Parties may, at their election, foreclose on any security held by one or more of them by one or more judicial or nonjudicial sales, accept an assignment of any such security in lieu of foreclosure, compromise or adjust any part of the Obligations, make any other accommodation with the Borrower or any other Loan Party or exercise any other right or remedy available to them against the Borrower or any other Loan Party, without affecting or impairing in any way the liability of any Grantor hereunder except to the extent the Obligations have been fully and indefeasibly paid in full in cash. To the fullest extent permitted by applicable law, each Grantor waives any defense arising out of any such election even though such election operates, pursuant to applicable law, to impair or to extinguish any right of reimbursement or subrogation or other right or remedy of such Grantor against the Borrower or any other Loan Party, as the case may be, or any security.

SECTION 2.04. Reinstatement. Each of the Grantors agrees that its guarantee hereunder shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Obligation is rescinded or must otherwise be restored by the Collateral Agent or any other Secured Party upon the bankruptcy or reorganization of the Borrower, any other Loan Party or otherwise.

SECTION 2.05. Agreement To Pay; Subrogation. In furtherance of the foregoing and not in limitation of any other right that the Collateral Agent or any other Secured Party has at law or in equity against any Grantor by virtue hereof, upon the failure of the Borrower or any other Loan Party to pay any Obligation when and as the same shall become due, whether at maturity, by acceleration, after notice of prepayment or otherwise, each Grantor hereby promises to and will forthwith pay, or cause to be paid, to the Collateral Agent for distribution to the applicable Secured Parties in cash the amount of such unpaid Obligation. Upon payment by any Grantor of any sums to the Collateral Agent as provided above, all rights of such Grantor against the Borrower or any other Grantor arising as a result thereof by way of right of subrogation, contribution, reimbursement, indemnity or otherwise shall in all respects be subject to Article VI.

SECTION 2.06. Information. Each Grantor assumes all responsibility for being and keeping itself informed of the Borrower's and each other Loan Party's financial condition and

assets, and of all other circumstances bearing upon the risk of nonpayment of the Obligations and the nature, scope and extent of the risks that such Grantor assumes and incurs hereunder, and agrees that none of the Collateral Agent or the other Secured Parties will have any duty to advise such Grantor of information known to it or any of them regarding such circumstances or risks.

ARTICLE III

Pledge of Securities

SECTION 3.01. Pledge. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all such Grantor's right, title and interest in, to and under (a) the shares of capital stock and other Equity Interests owned by it and listed on Schedule II and any other Equity Interests now owned or obtained in the future by such Grantor, and the certificates representing all such Equity Interests, if any (the "Pledged Stock"); provided that the Pledged Stock shall not include more than 65% of the issued and outstanding voting Equity Interests of any Foreign Subsidiary; and provided further that the Pledged Stock shall consist, in part, of no less than 90% of the outstanding Equity Interests in the Borrower on the date hereof; (b)(i) the debt securities listed opposite the name of such Grantor on Schedule II, (ii) any debt securities now owned or in the future issued to such Grantor and (iii) the promissory notes and any other instruments evidencing such debt securities (the "Pledged Debt Securities"); (c) all other property that may be delivered to and held by the Collateral Agent pursuant to the terms of this Section 3.01; (d) subject to Section 3.05, all payments of principal or interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, in exchange for or upon the conversion of, and all other Proceeds received in respect of, the securities referred to in clauses (a) and (b) above; (e) subject to Section 3.05, all rights and privileges of such Grantor with respect to the securities and other property referred to in clauses (a), (b), (c) and (d) above; and (f) all Proceeds of any of the foregoing (the items referred to in clauses (a) through (f) above being collectively referred to as the "Pledged Collateral").

TO HAVE AND TO HOLD the Pledged Collateral, together with all right, title, interest, powers, privileges and preferences pertaining or incidental thereto, unto the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, forever; subject, however, to the terms, covenants and conditions hereinafter set forth.

SECTION 3.02. Delivery of the Pledged Collateral. (a) Each Grantor agrees to deliver or cause to be delivered to the Collateral Agent on the date hereof any and all Pledged Securities, except the Pledged Securities set forth on Schedule 5.14 the Credit Agreement.

(b) Each Grantor agrees to deliver or cause to be delivered to the Collateral Agent no later than 30 days following the date of this Agreement any and all Pledged Securities set forth on Schedule 5.14 to the Credit Agreement.

(c) Each Grantor will cause any Indebtedness for borrowed money owed to such Grantor by any Person (other than intercompany advances of less than \$500,000 and other than loans and advances to Loan Parties made in the ordinary course of business pursuant to customary cash management procedures of such Grantor) to be evidenced by a duly executed promissory note that is pledged and delivered to the Collateral Agent pursuant to the terms hereof.

(d) Upon delivery to the Collateral Agent, (i) any Pledged Securities shall be accompanied by stock powers duly executed in blank or other instruments of transfer satisfactory to the Collateral Agent and by such other instruments and documents as the Collateral Agent may reasonably request and (ii) all other property comprising part of the Pledged Collateral shall be

accompanied by proper instruments of assignment duly executed by the applicable Grantor and such other instruments or documents as the Collateral Agent may reasonably request. Each delivery of Pledged Securities shall be accompanied by a schedule describing the securities, which schedule shall be attached hereto as Schedule II and made a part hereof; provided that failure to attach any such schedule hereto shall not affect the validity of such pledge of such Pledged Securities. Each schedule so delivered shall supplement any prior schedules so delivered.

SECTION 3.03. Representations, Warranties and Covenants. The Grantors jointly and severally represent, warrant and covenant to and with the Collateral Agent, for the benefit of the Secured Parties, that:

(a) Schedule II correctly sets forth the percentage of the issued and outstanding shares of each class of the capital stock of the issuer thereof represented by such Pledged Stock and correctly sets forth all Equity Interests, debt securities and promissory notes required to be pledged hereunder in order to satisfy the Guarantee and Collateral Agreement;

(b) the Pledged Stock and Pledged Debt Securities issued by the Borrower or any Subsidiary have been duly and validly authorized and issued by the issuers thereof and (i) in the case of Pledged Stock, are fully paid and nonassessable and (ii) in the case of Pledged Debt Securities, are legal, valid and binding obligations of the issuers thereof;

(c) except for the security interests granted hereunder, each of the Grantors (i) is and will continue to be the direct owner, beneficially and of record, of the Pledged Securities indicated on Schedule II as being owned by such Grantor, (ii) holds the same free and clear of all Liens, other than Liens created by this Agreement (iii) will make no assignment, pledge, hypothecation or transfer of, or create or permit to exist any security interest in or other Lien on, the Pledged Collateral, other than pursuant hereto, and (iv) subject to Section 3.05, will cause any and all Pledged Collateral, whether for value paid by the Pledgor or otherwise, to be forthwith deposited with the Collateral Agent and pledged or assigned hereunder;

(d) except for restrictions and limitations imposed by the Loan Documents or securities laws generally and except for limitations and restrictions set forth on Schedule 3.03(d), the Pledged Collateral is and will continue to be freely transferable and assignable, and none of the Pledged Collateral is or will be subject to any option, right of first refusal, shareholders agreement, charter or by-law provisions or contractual restriction of any nature that might prohibit, impair, delay or otherwise affect the pledge of such Pledged Collateral hereunder, the sale or disposition thereof pursuant hereto or the exercise by the Collateral Agent of rights and remedies hereunder;

(e) each of the Grantors (i) has the power and authority to pledge the Pledged Collateral pledged by it hereunder in the manner hereby done or contemplated and (ii) will defend its title or interest thereto or therein against any and all Liens (other than the Lien created by this Agreement), however arising, of all Persons whomsoever;

(f) no consent or any other Person (including shareholders, partners, members or creditors of any Grantor) and no consent or approval of any Governmental Authority, any securities exchange or any other Person was or is necessary to the validity of the pledge effected hereby (other than such as have been obtained and are in full force and effect);

(g) by virtue of the execution and delivery by the Grantors of this Agreement, when any Pledged Securities are delivered to the Collateral Agent in accordance with this Agreement, the Collateral Agent will obtain a legal, valid and perfected first priority lien upon and security interest in such Pledged Securities as security for the payment and performance of the Obligations; and

(h) the pledge effected hereby is effective to vest in the Collateral Agent, for the benefit of the Secured Parties, the rights of the Collateral Agent in the Pledged Collateral as set forth herein.

SECTION 3.04. Registration in Nominee Name; Denominations. The Collateral Agent, on behalf of the Secured Parties, shall have the right (in its sole and absolute discretion) to hold the Pledged Securities in its own name as pledgee, the name of its nominee (as pledgee or as sub-agent) or the name of the applicable Grantor, endorsed or assigned in blank or in favor of the Collateral Agent. Each Grantor will promptly give to the Collateral Agent copies of any notices or other communications received by it with respect to Pledged Securities registered in the name of such Grantor. The Collateral Agent shall at all times have the right to exchange the certificates representing Pledged Securities for certificates of smaller or larger denominations for any purpose consistent with this Agreement.

SECTION 3.05. Voting Rights; Dividends and Interest, etc. (a) Unless and until an Event of Default shall have occurred and be continuing and the Collateral Agent shall have notified the Grantors that their rights under this Section are being suspended:

(i) Each Grantor shall be entitled to exercise any and all voting and/or other consensual rights and powers inuring to an owner of Pledged Securities or any part thereof for any purpose consistent with the terms of this Agreement, the Credit Agreement and the other Loan Documents; provided that such rights and powers shall not be exercised in a manner that could materially and adversely affect the rights inuring to a holder of any Pledged Securities or the rights and remedies of any of the Collateral Agent or the other Secured Parties under this Agreement or the Credit Agreement or any other Loan Document or the ability of the Secured Parties to exercise the same.

(ii) The Collateral Agent shall execute and deliver to each Grantor, or cause to be executed and delivered to such Grantor, all such proxies, powers of attorney and other instruments as such Grantor may reasonably request for the purpose of enabling such Grantor to exercise the voting and/or consensual rights and powers it is entitled to exercise pursuant to subparagraph (i) above.

(iii) Each Grantor shall be entitled to receive and retain any and all dividends, interest, principal and other distributions paid on or distributed in respect of the Pledged Securities to the extent and only to the extent that such dividends, interest, principal and other distributions are permitted by, and otherwise paid or distributed in accordance with, the terms and conditions of the Credit Agreement, the other Loan Documents and applicable laws; provided that any noncash dividends, interest, principal or other distributions that would constitute Pledged Stock or Pledged Debt Securities, whether resulting from a subdivision, combination or reclassification of the outstanding capital stock of the issuer of any Pledged Securities or received in exchange for Pledged Securities or any part thereof, or in redemption thereof, or as a result of any merger, consolidation, acquisition or other exchange of assets to which such issuer may be a party or otherwise, shall be and become part of the Pledged Collateral, and, if received by any Grantor, shall not be commingled by such Grantor with any of its other funds or property but shall be held separate and apart therefrom, shall be held in trust for the benefit of the Collateral Agent and shall be forthwith delivered to the Collateral Agent in the same form as so received (with any necessary endorsement).

(b) Upon the occurrence and during the continuance of an Event of Default, after the Collateral Agent shall have notified the Grantors of the suspension of their rights under paragraph (a)(iii) of this Section 3.05, then all rights of any Grantor to dividends, interest, principal or other distributions that such Grantor is authorized to receive pursuant to paragraph (a)(iii) of this Section 3.05 shall cease, and all such rights shall thereupon become vested in the Collateral Agent, which shall have the sole and exclusive right and authority to

receive and retain such dividends, interest, principal or other distributions. All dividends, interest, principal or other distributions received by any Grantor contrary to the provisions of this Section 3.05 shall be held in trust for the benefit of the Collateral Agent, shall be segregated from other property or funds of such Grantor and shall be forthwith delivered to the Collateral Agent upon demand in the same form as so received (with any necessary endorsement). Any and all money and other property paid over to or received by the Collateral Agent pursuant to the provisions of this paragraph (b) shall be retained by the Collateral Agent in an account to be established by the Collateral Agent upon receipt of such money or other property and shall be applied in accordance with the provisions of Section 5.02. After all Events of Default have been cured or waived, the Collateral Agent shall, within five Business Days after all such Events of Default have been cured or waived, repay to each Grantor (without interest) all dividends, interest, principal or other distributions that such Grantor would otherwise be permitted to retain pursuant to the terms of paragraph (a)(iii) of this Section 3.05 and that remain in such account.

(c) Upon the occurrence and during the continuance of an Event of Default, after the Collateral Agent shall have notified the Grantors of the suspension of their rights under paragraph (a)(i) of this Section 3.05, then all rights of any Grantor to exercise the voting and consensual rights and powers it is entitled to exercise pursuant to paragraph (a)(i) of this Section 3.05, and the obligations of the Collateral Agent under paragraph (a)(ii) of this Section 3.05, shall cease, and all such rights shall thereupon become vested in the Collateral Agent, which shall have the sole and exclusive right and authority to exercise such voting and consensual rights and powers; provided that, unless otherwise directed by the Required Lenders, the Collateral Agent shall have the right from time to time following and during the continuance of an Event of Default to permit the Pledgors to exercise such rights. After all Events of Default have been cured or waived, the Grantor will have the right to exercise the voting and consensual rights and powers that it would otherwise be entitled to exercise pursuant to the terms of paragraph (a)(i) above.

(d) Any notice given by the Collateral Agent to the Grantors suspending their rights under paragraph (a) of this Section 3.05 (i) may be given by telephone if promptly confirmed in writing, (ii) may be given to one or more of the Grantors at the same or different times and (iii) may suspend the rights of the Grantors under paragraph (a)(i) or paragraph (a)(iii) in part without suspending all such rights (as specified by the Collateral Agent in its sole and absolute discretion) and without waiving or otherwise affecting the Collateral Agent's rights to give additional notices from time to time suspending other rights so long as an Event of Default has occurred and is continuing.

ARTICLE IV

Security Interests in Personal Property

SECTION 4.01. Security Interest. (a) As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest (the "Security Interest"), in all right, title or interest 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 "Article 9 Collateral"):

- (i) all Accounts;
- (ii) all Chattel Paper;
- (iii) all Deposit Accounts;
- (iv) all Documents;

- (v) all Equipment;
- (vi) all Fixtures
- (vii) all General Intangibles;
- (viii) all Instruments;
- (ix) all Inventory;
- (x) all Investment Property;
- (xi) all letter-of-credit rights;
- (xii) all books and records pertaining to the Collateral; and

(xiii) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

Notwithstanding the foregoing, the Article 9 Collateral shall not include (i) any Equipment that is subject to a purchase money lien or capital lease permitted under the Credit Agreement to the extent the documents relating to such purchase money lien or capital lease would not permit such Equipment to be subject to the Security Interest created hereby or (ii) any of Grantor's real property leaseholds.

(b) Each Grantor hereby irrevocably authorizes the Collateral Agent at any time and from time to time to file in any relevant jurisdiction, without the signature of such Grantor, any initial financing statements (including fixture filings) and amendments thereto that the Collateral Agent determines to be necessary or advisable to perfect, confirm, continue, enforce or protect the Security Interest granted by such Grantor, each such financing statement or amendment to name such Grantor as debtor and the Collateral Agent as secured party and to contain the information required by Article 9 of the Uniform Commercial Code of each applicable jurisdiction. Each Grantor agrees to provide such information to the Collateral Agent promptly upon request.

The Collateral Agent is further authorized to file filings with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) such documents as it may determine to be necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor, without the signature of any Grantor, and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party.

(c) The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Article 9 Collateral.

SECTION 4.02. Representations and Warranties. The Grantors jointly and severally represent and warrant to the Collateral Agent and the Secured Parties that:

(a) each Grantor has good and valid rights in and title to the Article 9 Collateral with respect to which it has purported to grant a Security Interest hereunder and has full power and authority to grant to the Collateral Agent the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person other than any consent or approval that has been obtained;

(b)(i) the Perfection Certificate has been duly prepared, completed and executed and the information set forth therein, including the exact legal name of such Grantor, is correct and complete. Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations containing a description of the Article 9 Collateral prepared by the Collateral Agent for filing in each governmental, municipal or other office specified in Schedule 6 to the Perfection Certificate have been reviewed by the Grantors and are acknowledged by the Grantors as being complete and correct, and such financing statements, filings, recordings or registrations are all the filings, recordings and registrations (other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Article 9 Collateral consisting of United States Patents, Trademarks and Copyrights) that are necessary to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Article 9 Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refile, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements; and (ii) each Grantor represents and warrants that a fully executed agreement in the form hereof and containing a description of all Article 9 Collateral consisting of Intellectual Property with respect to United States Patents and United States registered Trademarks (and Trademarks for which United States registration applications are pending) and United States registered Copyrights have been delivered to the Collateral Agent for recording by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, and otherwise as may be required pursuant to the laws of any other necessary jurisdiction, to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Article 9 Collateral consisting of Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, or in any other necessary jurisdiction, and no further or subsequent filing, refile, recording, rerecording, registration or reregistration is necessary (other than such actions as are necessary to perfect the Security Interest with respect to any Article 9 Collateral consisting of Patents, Trademarks and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof);

(c) the Security Interest constitutes (i) a legal and valid security interest in all the Article 9 Collateral securing the payment and performance of the Obligations, (ii) subject to the filings described in Section 4.02(b), a perfected security interest in all Article 9 Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code or other applicable law in such jurisdictions and (iii) a security interest that shall be perfected in all Article 9 Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable. The Security Interest is and shall be prior to any other Lien on any of the Article 9 Collateral, other than Liens permitted by Section 6.01 of the Credit Agreement; and

(d) the Article 9 Collateral is owned by the Grantors, free and clear of any Lien, except for Liens expressly permitted pursuant to Section 6.01 of the Credit Agreement. None of the Grantors has filed or consented to the filing of (i) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Article 9 Collateral, (ii) any assignment in which any Grantor assigns any

Article 9 Collateral or any security agreement or similar instrument covering any Article 9 Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (iii) any assignment in which any Grantor assigns any Article 9 Collateral or any security agreement or similar instrument covering any Article 9 Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Liens expressly permitted pursuant to Section 6.01 of the Credit Agreement. None of the Grantors hold any commercial tort claim except as indicated on the Perfection Certificate.

SECTION 4.03. Covenants. (a) Each Grantor agrees promptly to notify the Collateral Agent in writing of any change (i) in its corporate name or any trade name used to identify it in the conduct of its business or in the ownership of its properties, (ii) in the location of its chief executive office, its principal place of business, any office in which it maintains books or records relating to Article 9 Collateral with an aggregate fair market value of \$50,000 owned by it or any office or facility at which Article 9 Collateral owned by it is located (including the establishment of any such new office or facility), (iii) in its identity or type of organization or corporate structure, (iv) in its Federal Taxpayer Identification Number or organizational identification number or (v) in its jurisdiction of organization (including any such change resulting from any merger or consolidation involving such Grantor) or (vi) in the ownership of any Equity Interest pledged under this Agreement. Each Grantor agrees to promptly provide the Collateral Agent with certified organizational documents reflecting any of the changes described in the preceding sentence. Each Grantor agrees not to effect or permit any change referred to in the preceding sentence unless all filings have been made under the Uniform Commercial Code or otherwise that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected first priority security interest in all the Article 9 Collateral. Each Grantor agrees promptly to notify the Collateral Agent if any material portion of the Article 9 Collateral owned or held by such Grantor is damaged or destroyed.

(b) Each Grantor agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Article 9 Collateral owned by it as is consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged, but in any event to include complete accounting records indicating all payments and proceeds received with respect to any part of the Article 9 Collateral, and, at such time or times as the Collateral Agent may reasonably request, promptly to prepare and deliver to the Collateral Agent a duly certified schedule or schedules in form and detail satisfactory to the Collateral Agent showing the identity, amount and location of any and all Article 9 Collateral.

(c) Each Grantor shall, at its own expense, take any and all actions necessary to defend title to the Collateral (other than Intellectual Property that is deemed by the board of directors of such Grantor to be immaterial to the conduct of its business and is deemed by the board of directors of such Grantor to constitute a de minimus portion of the Collateral) against all persons and to defend the Security Interest of the Collateral Agent in the Collateral against any Lien not expressly permitted pursuant to Section 6.01 of the Credit Agreement. Nothing in this Agreement shall prevent any Grantor from discontinuing the operation or maintenance of any of its assets or properties if such discontinuance is, in the judgment of its board of directors, desirable in the conduct of its business and would not materially adversely affect the rights of the Lenders.

(d) Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements (including fixture filings) or other documents in connection herewith or therewith. If any amount payable under or in connection with

any of the Article 9 Collateral with an aggregate fair market value in excess of \$50,000 shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged and delivered to the Collateral Agent, duly endorsed in a manner satisfactory to the Collateral Agent.

Without limiting the generality of the foregoing, each Grantor hereby authorizes the Collateral Agent, with prompt notice thereof to the Grantors, to supplement this Agreement by supplementing Schedule III or adding additional schedules hereto to specifically identify any asset or item that may constitute Copyrights, Licenses, Patents or Trademarks; provided, however, that any Grantor shall have the right, exercisable within 10 days after it has been notified by the Collateral Agent of the specific identification of such Article 9 Collateral, to advise the Collateral Agent in writing of any inaccuracy of the representations and warranties made by such Grantor hereunder with respect to such Article 9 Collateral. Each Grantor agrees that it will use its commercially reasonable efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Article 9 Collateral within 30 days after the date it has been notified by the Collateral agent of the specific identification of such Article 9 Collateral.

(e) The Collateral Agent and such persons as the Collateral Agent may reasonably designate shall have the right, at the Grantors' own cost and expense, to inspect the Article 9 Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Article 9 Collateral is located, to discuss the Grantors' affairs with the officers of the Grantors and their independent accountants and to verify under reasonable procedures, in accordance with Section 5.03 of the Credit Agreement, the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Article 9 Collateral, including, in the case of Accounts or Article 9 Collateral in the possession of any third person, by contacting Account Debtors or the third person possessing such Article 9 Collateral for the purpose of making such a verification. The Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party, subject to Section 9.12 of the Credit Agreement.

(f) At its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Article 9 Collateral and not permitted pursuant to Section 6.01 of the Credit Agreement, and may pay for the maintenance and preservation of the Article 9 Collateral to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement, and each Grantor jointly and severally agrees to reimburse the Collateral Agent on demand for any payment made or any expense incurred by the Collateral Agent pursuant to the foregoing authorization; provided, however, that nothing in this Section 4.03(f) shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Article 9 Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

(g) Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Article 9 Collateral, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Collateral Agent and the Secured Parties from and against any and all liability for such performance.

(h) None of the Grantors shall make or permit to be made an assignment, pledge or hypothecation of the Article 9 Collateral or shall grant any other Lien in respect of the Article 9 Collateral, except as expressly permitted by Section 6.01 of the Credit Agreement. None of the Grantors shall make or permit to be made any transfer of the Article 9 Collateral, except as permitted by Section 6.02 of the Credit Agreement. Each Grantor agrees that it shall not permit any Inventory with an aggregate fair market value in excess of \$50,000 to be in the possession or

control of any warehouseman, bailee, agent or processor at any time unless such warehouseman, bailee, agent or processor shall have been notified of the Security Interest and shall have acknowledged in writing, in form and substance satisfactory to the Collateral Agent, that such bailee or processor holds the Inventory for the benefit of the Collateral Agent subject to the Security Interest and shall act upon the instructions of the Collateral Agent without further consent from the Grantor, and that such warehouseman, agent, bailee or processor further agrees to waive and release any Lien held by it with respect to such Inventory, whether arising by operation of law or otherwise.

(i) None of the Grantors will, without the Collateral Agent's prior written consent, grant any extension of the time of payment of any Accounts included in the Article 9 Collateral, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any person liable for the payment thereof or allow any credit or discount whatsoever thereon, other than extensions, credits, discounts, compromises or settlements granted or made in the ordinary course of business and consistent with its current practices and in accordance with such prudent and standard practice used in industries that are the same as or similar to those in which such Grantor is engaged.

(j) The Grantors, at their own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to the Inventory and Equipment in accordance with the requirements of the Credit Agreement. Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Article 9 Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Collateral Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent deems advisable. All sums disbursed by the Collateral Agent in connection with this Section 4.03(j), including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Grantors to the Collateral Agent and shall be additional Obligations secured hereby.

(k) Each Grantor shall legend, in form and manner satisfactory to the Collateral Agent, its Chattel Paper and its books, records and documents evidencing or pertaining thereto with an appropriate reference to the fact that such Chattel Paper have been assigned to the Collateral Agent for the benefit of the Secured Parties and that the Collateral Agent has a security interest therein.

SECTION 4.04. Other Actions. In order to further insure the attachment, perfection and priority of, and the ability of the Collateral Agent to enforce, the Collateral Agent's security interest in the Article 9 Collateral, each Grantor agrees, in each case at such Grantor's own expense, to take the following actions with respect to the following Article 9 Collateral:

(a) Instruments and Tangible Chattel Paper. If any Grantor shall at any time hold or acquire any Instruments or Tangible Chattel Paper, such Grantor shall forthwith endorse, assign and deliver the same to the Collateral Agent, accompanied by such instruments of transfer or assignment duly executed in blank as the Collateral Agent may from time to time specify.

(b) Deposit Accounts. For each deposit account that any Grantor at any time opens or maintains, such Grantor shall, at the Collateral Agent's request and option, pursuant to an agreement in form and substance reasonably satisfactory to the Collateral

Agent and such Grantor, either (a) cause the depository bank to agree to comply at any time with instructions from the Collateral Agent to such depository bank directing the disposition of funds from time to time credited to such deposit account, without further consent of such Grantor, or (b) arrange for the Collateral Agent to become the customer of the depository bank with respect to the deposit account, with the Grantor being permitted, only with the consent of the Collateral Agent, to exercise rights to withdraw funds from such deposit account. The Collateral Agent agrees with each Grantor that the Collateral Agent shall not give any such instructions or withhold any withdrawal rights from any Grantor, unless an Event of Default has occurred and is continuing, or, after giving effect to any withdrawal would occur. The provisions of this paragraph shall not apply to (i) any deposit account for which any Grantor, the depository bank and the Collateral Agent have entered into a cash collateral agreement specially negotiated among such Grantor, the depository bank and the Collateral Agent for the specific purpose set forth therein, (ii) deposit accounts for which the Collateral Agent is the depository, (iii) deposit accounts that contain less than \$100,000; provided that the aggregate amount contained in deposit accounts excluded from the requirements of this paragraph (b) pursuant to this clause (iii) may not exceed \$500,000 at any time and (iv) deposit accounts maintained for the sole purpose of receiving payments from customers pending disbursements to health plans and other third parties, provided that the amounts contained in such accounts are reflected as "Customer Deposits" on the consolidated balance sheet of the Borrower.

(c) Investment Property. If any Grantor shall at any time hold or acquire any certificated securities, such Grantor shall forthwith endorse, assign and deliver the same to the Collateral Agent, accompanied by such instruments of transfer or assignment duly executed in blank as the Collateral Agent may from time to time specify. If any securities now or hereafter acquired by any Grantor are uncertificated and are issued to such Grantor or its nominee directly by the issuer thereof, such Grantor shall immediately notify the Collateral Agent thereof and, at the Collateral Agent's request and option, pursuant to an agreement in form and substance satisfactory to the Collateral Agent, either (a) cause the issuer to agree to comply with instructions from the Collateral Agent as to such securities, without further consent of any Grantor or such nominee, or (b) arrange for the Collateral Agent to become the registered owner of the securities. If any securities, whether certificated or uncertificated, or other investment property now or hereafter acquired by any Grantor are held by such Grantor or its nominee through a securities intermediary or commodity intermediary, such Grantor shall immediately notify the Collateral Agent thereof and, at the Collateral Agent's request and option, pursuant to an agreement in form and substance satisfactory to the Collateral Agent, either (i) cause such securities intermediary or (as the case may be) commodity intermediary to agree to comply with entitlement orders or other instructions from the Collateral Agent to such securities intermediary as to such securities or other investment property, or (as the case may be) to apply any value distributed on account of any commodity contract as directed by the Collateral Agent to such commodity intermediary, in each case without further consent of any Grantor or such nominee, or (ii) in the case of Financial Assets or other Investment Property held through a securities intermediary, arrange for the Collateral Agent to become the entitlement holder with respect to such investment property, with the Grantor being permitted, only with the consent of the Collateral Agent, to exercise rights to withdraw or otherwise deal with such investment property. The Collateral Agent agrees with each of the Grantors that the Collateral Agent shall not give any such entitlement orders or instructions or directions to any such issuer, securities intermediary or commodity intermediary, and shall not withhold its consent to the exercise of any withdrawal or dealing rights by any Grantor, unless an Event of Default has occurred and is continuing, or, after giving effect to any such investment and withdrawal rights would occur. The provisions of this paragraph shall not apply to any financial assets credited to a securities account for which the Collateral Agent is the securities intermediary.

(d) Electronic Chattel Paper and Transferable Records. If any Grantor at any time holds or acquires an interest in any electronic chattel paper or any "transferable record," as that term is defined in Section 201 of the Federal Electronic Signatures in Global and National Commerce Act, or in § 16 of the Uniform Electronic Transactions Act as in effect in any relevant jurisdiction, such Grantor shall promptly notify the Collateral Agent thereof and, at the request of the Collateral Agent, shall take such action as the Collateral Agent may reasonably request to vest in the Collateral Agent control under UCC §9-105 of such electronic chattel paper or control under Section 201 of the Federal Electronic Signatures in Global and National Commerce Act or, as the case may be, §16 of the Uniform Electronic Transactions Act, as so in effect in such jurisdiction, of such transferable record. The Collateral Agent agrees with such Grantor that the Collateral Agent will arrange, pursuant to procedures satisfactory to the Collateral Agent and so long as such procedures will not result in the Collateral Agent's loss of control, for the Grantor to make alterations to the electronic chattel paper or transferable record permitted under UCC §9-105 or, as the case may be, Section 201 of the Federal Electronic Signatures in Global and National Commerce Act or §16 of the Uniform Electronic Transactions Act for a party in control to allow without loss of control, unless an Event of Default has occurred and is continuing or would occur after taking into account any action by such Grantor with respect to such electronic chattel paper or transferable record.

(e) Letter-of-Credit Rights. If any Grantor is at any time a beneficiary under a letter of credit now or hereafter issued in favor of such Grantor, such Grantor shall promptly notify the Collateral Agent thereof and, at the request and option of the Collateral Agent, such Grantor shall, pursuant to an agreement in form and substance satisfactory to the Collateral Agent, either (i) arrange for the issuer and any confirmer of such letter of credit to consent to an assignment to the Collateral Agent of the proceeds of any drawing under the letter of credit or (ii) arrange for the Collateral Agent to become the transferee beneficiary of the letter of credit, with the Collateral Agent agreeing, in each case, that the proceeds of any drawing under the letter of credit are to be applied to the repayment of Loans in the manner set forth in the Credit Agreement

(f) Commercial Tort Claims. If any Grantor shall at any time hold or acquire a commercial tort claim pursuant to any action, suit or proceeding, the Grantor shall immediately notify the Collateral Agent in a writing signed by such Grantor of the brief details thereof and grant to the Collateral Agent in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Collateral Agent.

SECTION 4.05. Covenants regarding Patent, Trademark and Copyright

Collateral. (a) Each Grantor agrees that it will not, and will not permit any of its licensees to, do any act, or omit to do any act, whereby any Patent that is material to the conduct of such Grantor's business may become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by a Patent with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable patent laws.

(b) Each Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark material to the conduct of such Grantor's business, (1) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use, (2) maintain the quality of products and services offered under such Trademark, (3) display such Trademark with notice of Federal or foreign registration to the extent necessary and sufficient to establish and preserve its maximum rights under applicable law and (4) not knowingly use or knowingly permit the use of such Trademark in violation of any third party rights.

(c) Each Grantor (either itself or through its licensees or sublicensees) will, for each work covered by a material Copyright, continue to publish, reproduce, display, adopt and

distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its maximum rights under applicable copyright laws.

(d) Each Grantor shall notify the Collateral Agent immediately if it knows or has reason to know that any Patent, Trademark or Copyright material to the conduct of its business may become abandoned, lost or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or its right to keep and maintain the same.

(e) In no event shall any Grantor, either itself or through any agent, employee, licensee or designee, file an application for any Patent, Trademark or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, unless it promptly informs the Collateral Agent, and, upon request of the Collateral Agent, executes and delivers any and all agreements, instruments, documents and papers as the Collateral Agent may request to evidence the Collateral Agent's security interest in such Patent, Trademark or Copyright, and each Grantor hereby appoints the Collateral Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(f) Each Grantor will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each material application relating to the Patents, Trademarks and/or Copyrights (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the conduct of any Grantor's business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancellation proceedings against third parties.

(g) In the event that any Grantor has reason to believe that any Article 9 Collateral consisting of a Patent, Trademark or Copyright material to the conduct of any Grantor's business has been or is about to be infringed, misappropriated or diluted by a third party, such Grantor promptly shall notify the Collateral Agent and shall, if the board of directors of such Grantor deems such action desirable and further deems that the failure to take such action would not materially adversely affect the rights of the Lenders, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral.

(h) Upon and during the continuance of an Event of Default, each Grantor shall use its best efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all such Grantor's right, title and interest thereunder to the Collateral Agent or its designee.

SECTION 4.06. Lockbox System. (a) Within 90 days after the Closing Date, the Grantors shall establish in the name of the Collateral Agent, and subject to the control of the Collateral Agent pursuant to the Lockbox Agreements, for the ratable benefit of the Collateral Agent and the other Secured Parties, a system of lockboxes and related deposit accounts (the "Lockbox System") with one or more financial institutions that are reasonably satisfactory to the Collateral Agent into which the Proceeds of all Accounts and Inventory shall be deposited and forwarded to the Collateral Agent in accordance with the Lockbox Agreements.

(b) All Proceeds of Inventory and Accounts that have been received on any Business Day through the Lockbox System will be transferred into the Concentration Account on such Business Day to the extent required by the applicable Lockbox Agreement. All Proceeds stemming from the sale of a substantial portion of the Article 9 Collateral (other than Proceeds of Inventory and Accounts) that have been received by a Grantor on any Business Day will be transferred into the Concentration Account on such Business Day. All Proceeds received on any Business Day by the Collateral Agent pursuant to Section 4.07 will be transferred into the Concentration Account on such Business Day.

(c) The Concentration Account is, and shall remain, under the sole dominion and control of the Collateral Agent. Each Grantor acknowledges and agrees that (i) such Grantor has no right of withdrawal from the Concentration Account, (ii) the funds on deposit in the Concentration Account shall continue to be collateral security for all of the Obligations and (iii) upon the occurrence and during the continuance of an Event of Default, at the Collateral Agent's election, the funds on deposit in the Concentration Account shall be applied as provided in Section 5.02. So long as no Event of Default has occurred and is continuing, the Collateral Agent shall promptly remit any funds on deposit in the Concentration Account to the General Fund Account and the Borrower shall have the right, at any time and from time to time, to withdraw such amounts from the General Fund Account as it shall deem to be necessary or desirable.

(d) Effective upon notice to the Grantors from the Collateral Agent after the occurrence and during the continuance of an Event of Default (which notice may be given by telephone if promptly confirmed in writing), the Concentration Account will, without any further action on the part of any Grantor, the Collateral Agent or any Sub-Agent, convert into a closed lockbox account under the exclusive dominion and control of the Collateral Agent in which funds are held subject to the rights of the Collateral Agent hereunder. Each Grantor irrevocably authorizes the Collateral Agent to notify each Sub-Agent (i) of the occurrence of an Event of Default and (ii) of the matters referred to in this paragraph (d). Following the occurrence of an Event of Default, the Collateral Agent may instruct each Sub-Agent to transfer immediately all funds held in each deposit account to the Concentration Account. Each Grantor hereby agrees to irrevocably direct each Sub-Agent to comply with the instructions of the Collateral Agent with respect to the Collection Deposit Account without further consent from the Grantor or any other Person.

SECTION 4.07. Collections. (a) Each Grantor agrees (i) to notify and direct promptly each Account Debtor and every other person obligated to make payments on Accounts or in respect of any Inventory to make all such payments directly to the Lockbox System established in accordance with Section 4.06, (ii) to use all reasonable efforts to cause each Account Debtor and every other person identified in clause (i) above to make all payments with respect to Accounts and Inventory directly to the Lockbox System and (iii) promptly to deposit all payments received by it on account of Accounts and Inventory, whether in the form of cash, checks, notes, drafts, bills of exchange, money orders or otherwise, in the Lockbox System in precisely the form in which received (but with any endorsements of such Grantor necessary for deposit or collection), and until they are so deposited such payments shall be held in trust by such Grantor for and as the property of the Collateral Agent.

(b) Without the prior written consent of the Collateral Agent, no Grantor shall, in a manner adverse to the Lenders, change the general instructions given to Account Debtors in respect of payment on Accounts to be deposited in the Lockbox System. Until the Collateral Agent shall have advised the Grantors to the contrary, each Grantor shall, and the Collateral Agent hereby authorizes each Grantor to, enforce and collect all amounts owing on the Inventory and Accounts, for the benefit and on behalf of the Collateral Agent and the other Secured Parties; provided, however, that such privilege may at the option of the Collateral Agent be terminated upon the occurrence and during the continuance of any Event of Default.

<<NYCORP~2226072.6:4575C:02/05/03-11:14a>>

ARTICLE V

Remedies

SECTION 5.01. Remedies upon Default. Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees to deliver each item of Collateral to the Collateral Agent on demand, and it is agreed that the Collateral Agent shall have the right to take any of or all the following actions at the same or different times: (a) with respect to any Article 9 Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Article 9 Collateral by the applicable Grantors to the Collateral Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any such Article 9 Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and (b) with or without legal process and with or without prior notice or demand for performance, to take possession of the Article 9 Collateral and without liability for trespass to enter any premises where the Article 9 Collateral may be located for the purpose of taking possession of or removing the Article 9 Collateral and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Article 9 Collateral or Pledged Collateral, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. The Collateral Agent shall be authorized at any such sale (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing the Article 9 Collateral or Pledged Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Article 9 Collateral or Pledged Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and the Grantors hereby waive (to the extent permitted by law) all rights of redemption, stay and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Collateral Agent shall give the Grantors 10 days' written notice (which each Grantor or Pledgor agrees is reasonable notice within the meaning of Section 9-611 of the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral or Pledged Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Article 9 Collateral or Pledged Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Article 9 Collateral or Pledged Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Article 9 Collateral or Pledged Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Article 9 Collateral or Pledged Collateral is made on credit or for future delivery, the Article 9 Collateral or Pledged Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Article 9 Collateral or

Pledged Collateral so sold and, in case of any such failure, such Article 9 Collateral or Pledged Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Section, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor or Pledgor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or Pledged Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from any Grantor or Pledgor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor or Pledgor therefor. For purposes hereof, a written agreement to purchase the Article 9 Collateral or Pledged Collateral or any portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor or Pledgor shall be entitled to the return of the Article 9 Collateral or Pledged Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Article 9 Collateral or Pledged Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver. Any sale pursuant to the provisions of this Section 5.01 shall be deemed to conform to the commercially reasonable standards as provided in Section 9-504(3) of the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions.

SECTION 5.02. Application of Proceeds. The Collateral Agent shall apply the proceeds of any collection or sale of Article 9 Collateral or Pledged Collateral, as well as any Article 9 Collateral or Pledged Collateral consisting of cash, as follows:

FIRST, to the payment of all costs and expenses incurred by the Collateral Agent in connection with such collection or sale or otherwise in connection with this Agreement, any other Loan Document or any of the Obligations, including all court costs and the fees and expenses of its agents and legal counsel, the repayment of all advances made by the Collateral Agent or the Administrative Agent hereunder or under any other Loan Document on behalf of any Grantor and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment in full of the Obligations (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the amounts of the Obligations owed to them on the date of any such distribution); and

THIRD, to the Grantors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of Article 9 Collateral or Pledged Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Article 9 Collateral or Pledged Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 5.03. Grant of License to Use Intellectual Property. For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Article at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor

hereby grants to the Collateral Agent an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sublicense any of the Article 9 Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Collateral Agent shall be exercised, at the option of the Collateral Agent, upon the occurrence and during the continuation of an Event of Default; provided that any license, sublicense or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

SECTION 5.04. Securities Act, etc. In view of the position of the Grantors in relation to the Pledged Securities, or because of other current or future circumstances, a question may arise under the Securities Act of 1933, as now or hereafter in effect, or any similar statute hereafter enacted analogous in purpose or effect (such Act and any such similar statute as from time to time in effect being called the "Federal Securities Laws") with respect to any disposition of the Pledged Securities permitted hereunder. Each Grantor understands that compliance with the Federal Securities Laws might very strictly limit the course of conduct of the Collateral Agent if the Collateral Agent were to attempt to dispose of all or any part of the Pledged Securities, and might also limit the extent to which or the manner in which any subsequent transferee of any Pledged Securities could dispose of the same. Similarly, there may be other legal restrictions or limitations affecting the Collateral Agent in any attempt to dispose of all or part of the Pledged Securities under applicable Blue Sky or other state securities laws or similar laws analogous in purpose or effect. Each Grantor recognizes that in light of such restrictions and limitations the Collateral Agent may, with respect to any sale of the Pledged Securities, limit the purchasers to those who will agree, among other things, to acquire such Pledged Securities for their own account, for investment, and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that in light of such restrictions and limitations, the Collateral Agent, in its sole and absolute discretion (a) may proceed to make such a sale whether or not a registration statement for the purpose of registering such Pledged Securities or part thereof shall have been filed under the Federal Securities Laws and (b) may approach and negotiate with a single potential purchaser to effect such sale. Each Grantor acknowledges and agrees that any such sale might result in prices and other terms less favorable to the seller than if such sale were a public sale without such restrictions. In the event of any such sale, the Collateral Agent shall incur no responsibility or liability for selling all or any part of the Pledged Securities at a price that the Collateral Agent, in its sole and absolute discretion, may in good faith deem reasonable under the circumstances, notwithstanding the possibility that a substantially higher price might have been realized if the sale were deferred until after registration as aforesaid or if more than a single purchaser were approached. The provisions of this Section 5.04 will apply notwithstanding the existence of a public or private market upon which the quotations or sales prices may exceed substantially the price at which the Collateral Agent sells.

ARTICLE VI

Indemnity and Subrogation

SECTION 6.01. Indemnity and Subrogation. In addition to all such rights of indemnity and subrogation as the Subsidiary Parties may have under applicable law (but subject to Section 6.03), the Borrower agrees that (a) in the event a payment shall be made by any Subsidiary Party under this Agreement, the Borrower shall indemnify such Subsidiary Party for the full amount of such payment and such Subsidiary Party shall be subrogated to the rights of the person to whom such payment shall have been made to the extent of such payment and (b) in the event any assets of any Subsidiary Party shall be sold pursuant to any Security Document to satisfy a claim of any Secured Party, the Borrower shall indemnify such Subsidiary Party in an amount equal to the greater of the book value or the fair market value of the assets so sold.

SECTION 6.02. Contribution and Subrogation. Each Subsidiary Party (a "Contributing Guarantor") agrees (subject to Section 6.03) that, in the event a payment shall be made by any other Subsidiary Party under this Agreement or assets of any other Subsidiary Party shall be sold pursuant to any Security Document to satisfy a claim of any Secured Party and such other Subsidiary Party (the "Claiming Guarantor") shall not have been fully indemnified by the Borrower as provided in Section 6.01, the Contributing Guarantor shall indemnify the Claiming Guarantor in an amount equal to the amount of such payment or the greater of the book value or the fair market value of such assets, as the case may be, in each case multiplied by a fraction of which the numerator shall be the net worth of the Contributing Guarantor on the date hereof and the denominator shall be the aggregate net worth of all the Subsidiary Parties on the date hereof (or, in the case of any Subsidiary Party becoming a party hereto pursuant to Section 7.16, the date of the Supplement hereto executed and delivered by such Subsidiary Party). Any Contributing Guarantor making any payment to a Claiming Guarantor pursuant to this Section 6.02 shall be subrogated to the rights of such Claiming Guarantor under Section 6.01 to the extent of such payment.

SECTION 6.03. Subordination. Notwithstanding any provision of this Agreement to the contrary, all rights of the Subsidiary Parties under Sections 6.01 and 6.02 and all other rights of indemnity, contribution or subrogation under applicable law or otherwise shall be fully subordinated to the indefeasible payment in full in cash of the Obligations. No failure on the part of the Borrower or any Subsidiary Party to make the payments required by Sections 6.01 and 6.02 (or any other payments required under applicable law or otherwise) shall in any respect limit the obligations and liabilities of any Subsidiary Party with respect to its obligations hereunder, and each Subsidiary Party shall remain liable for the full amount of the obligations of such Subsidiary Party hereunder.

ARTICLE VII

Miscellaneous

SECTION 7.01. Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to any Subsidiary Loan Party shall be given to it at its address or telecopy number set forth on Schedule 7.01, with a copy to the Borrower.

SECTION 7.02. Security Interest Absolute. All rights of the Collateral Agent hereunder, the Security Interest, the grant of a security interest in the Pledged Collateral and all obligations of each Grantor hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Obligations or this Agreement.

SECTION 7.03. Survival of Agreement. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and

shall survive the execution and delivery of the Loan Documents and the making of any Loans, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Collateral Agent or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid and so long as the Commitments have not expired or terminated.

SECTION 7.04. Binding Effect; Several Agreement. This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective successors and assigns, and shall inure to the benefit of such Grantor, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Article 9 Collateral or Pledge Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 7.05. Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successor and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 7.06. Collateral Agent's Fees and Expenses; Indemnification.
 (a) Each Grantor jointly and severally agrees to pay upon demand to the Collateral Agent the amount of any and all reasonable out-of-pocket expenses, including the reasonable fees, disbursements and other charges of its counsel and of any experts or agents, which the Collateral Agent may incur in connection with (i) the administration of this Agreement (including the customary fees and charges of the Collateral Agent for any audits conducted by it or on its behalf with respect to the Accounts Receivable or Inventory), (ii) the custody or preservation of, or the sale of, collection from or other realization upon any of the Article 9 Collateral or Pledged Collateral, (iii) the exercise, enforcement or protection of any of the rights of the Collateral Agent hereunder or (iv) the failure of any Grantor to perform or observe any of the provisions hereof.

(b) Without limitation of its indemnification obligations under the other Loan Documents, each Grantor jointly and severally agrees to indemnify the Collateral Agent and the other Indemnitees (as defined in Section 9.03 of the Credit Agreement) against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the fees, charges and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of, the execution, delivery or performance of this Agreement or any claim, litigation, investigation or proceeding relating hereto or to the Article 9 Collateral or Pledged Collateral, whether or not any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction to have resulted from the gross negligence or wilful misconduct of such Indemnitee.

(c) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section 7.06 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated

hereby, the repayment of any of the Obligations, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Collateral Agent or any other Secured Party. All amounts due under this Section 7.06 shall be payable on written demand therefor.

SECTION 7.07. Collateral Agent Appointed Attorney-in-Fact. Each Grantor hereby appoints the Collateral Agent the attorney-in-fact of such Grantor for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that the Collateral Agent may deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, the Collateral Agent shall have the right, upon the occurrence and during the continuance of an Event of Default, with full power of substitution either in the Collateral Agent's name or in the name of such Grantor (a) in the case of a Grantor (i) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Article 9 Collateral or any part thereof; (ii) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Article 9 Collateral; (iii) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Article 9 Collateral; (iv) to send verifications of Accounts Receivable to any Account Debtor; (v) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Article 9 Collateral or to enforce any rights in respect of any Article 9 Collateral; (vi) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Article 9 Collateral; (vii) to notify, or to require any Grantor to notify, Account Debtors to make payment directly to the Collateral Agent; and (viii) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Article 9 Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Article 9 Collateral for all purposes; and (b) in the case of a Pledgor (i) to ask for, demand, sue for, collect, receive and give acquittance for any and all moneys due or to become due under and by virtue of any Pledged Collateral; (ii) to endorse checks, drafts, orders and other instruments for the payment of money payable to the Pledgor representing any interest or dividend or other distribution payable in respect of the Pledge Collateral or any part thereof or on account thereof and to give full discharge of the same; (iii) to settle, compromise, prosecute or defend any action, claim or proceeding with respect thereto; and (iv) to sell, assign, endorse, pledge, transfer and to make any agreement respecting, or otherwise deal with, the same; provided, however, that nothing herein contained shall be construed as requiring or obligating the Collateral Agent to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent, or to present or file any claim or notice, or to take any action with respect to the Article 9 Collateral or the Pledged Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby. The Collateral Agent and the other Secured Parties shall be accountable only for amounts actually received as a result of the exercise of the powers granted to them herein, and neither they nor their officers, directors, employees or agent shall be responsible to any Grantor or Pledgor for any act or failure to act hereunder, except for their own gross negligence or wilful misconduct.

SECTION 7.08. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 7.09. Waivers; Amendment. (a) No failure or delay by the Collateral Agent, the Administrative Agent or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Collateral Agent, the Administrative Agent and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights

or remedies that they would otherwise have. No waiver of any provision of any Loan Document or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Default, regardless of whether the Collateral Agent, any Lender or the Administrative Agent may have had notice or knowledge of such Default at the time.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.02 of the Credit Agreement.

SECTION 7.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 7.11. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 7.12. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute a single contract (subject to Section 7.04), and shall become effective as provided in Section 7.04. Delivery of an executed signature page to this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 7.13. Headings. Article and Section headings used herein are for the purpose of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 7.14 Jurisdiction; Consent to Service of Process. (a) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to any Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Loan Document shall affect any right that the Collateral Agent, the Issuing Bank or any Lender or any

Loan Party may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document in the courts of any jurisdiction.

(b) Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (a) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 7.01. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 7.15. Termination or Release. (a) This Agreement, the Guarantees, the Security Interest and all other security interests granted hereby shall terminate when all the Obligations have been indefeasibly paid in full and the Lenders have no further commitment to lend under the Credit Agreement.

(b) A Grantor shall automatically be released from its obligations hereunder and the Security Interest in the Article 9 Collateral of such Grantor shall be automatically released in the event that all the capital stock of such Grantor shall be sold, transferred or otherwise disposed of to a person that is not the Borrower or an Affiliate of the Borrower in a transaction permitted by the Credit Agreement.

(c) Upon any sale or other transfer by any Grantor of any Pledged Collateral that is permitted under the Credit Agreement to any person that is not a Loan Party, or, upon the effectiveness of any written consent to the release of the security interest granted hereby in any Pledged Collateral pursuant to Section 9.02(b) of the Credit Agreement, the security interest in such Pledged Collateral shall be automatically released.

(d) Upon any sale or other transfer by any Grantor of any Article 9 Collateral that is permitted under the Credit Agreement to any person that is not a Loan Party, or, upon the effectiveness of any written consent to the release of the security interest granted hereby in any Article 9 Collateral pursuant to Section 9.02(b) of the Credit Agreement, the security interest in such Article 9 Collateral shall be automatically released.

(e) In connection with any termination or release pursuant to paragraph (a), (b), (c) or (d), the Collateral Agent shall execute and deliver to any Grantor, as the case may be, at such Grantor's expense, all documents that such Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Section 7.15 shall be without recourse to or warranty by the Collateral Agent.

SECTION 7.16. Additional Subsidiaries. Pursuant to Section 5.12 of the Credit Agreement, each US Subsidiary that was not in existence or not a Subsidiary on the date of the Credit Agreement is required to enter in this Agreement (a) as a Subsidiary Party, (b) as a Grantor and (c) as a Pledgor. Upon execution and delivery by the Collateral Agent and a Subsidiary of an instrument in the form of Annex I hereto, such Subsidiary shall become a Loan Party hereunder with the same force and effect as if originally named as a Loan Party herein. The execution and delivery of any such instrument shall not require the consent of any Loan Party hereunder. The rights and obligations of each Loan Party hereunder shall remain in full force and effect notwithstanding the addition of any new Loan Party as a party to this Agreement.


SECTION 7.17. Kentucky Law Interpretation. To the extent that the laws of the Commonwealth of Kentucky are at any point deemed to apply to the interpretation of this Agreement, and for purposes of Kentucky Revised Statutes Section 371.065 (the "Kentucky Guaranty Statute") only (it being recognized that it is the intent of all parties hereto that the laws of the State of New York shall govern the interpretation of this Agreement, as set forth in Section 7.08 hereof), the maximum joint and several liability of each Grantor hereunder for principal amounts owed by the Borrower to the Lenders under the Credit Agreement shall be \$65,000,000 and the date on which the Grantors' obligations hereunder shall terminate shall be the date that is one year following the later of the "Revolving Maturity Date" and the "Term Maturity Date" (as each term is defined in the Credit Agreement, as amended from time to time); provided, however, that any termination of the obligations of the Grantors hereunder on that date does not affect the liability of the Grantors with respect to (a) Obligations created or incurred prior to that date that remain unpaid; or (b) extension or renewals of, interest accruing on, or fees, costs or expenses incurred with respect to, the Obligations on or after that date; and provided further, that, in the event that the Credit Agreement or any other Loan Document shall be deemed to be governed by the laws of the Commonwealth of Kentucky, the security interest granted under the Loan Documents to the Collateral Agent for the benefit of the Secured Parties shall not be terminated, rendered null and void, be deemed subordinated to the security interest in the Collateral granted to any other Person or otherwise restricted or diminished.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement

as of the day and year first above written.


SHPS, INC.,

by


Name: MANCE A. RYLAND
Title: CFO

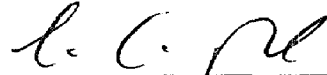
SHPS HOLDINGS, INC.,

by


Name: MANCE A. RYLAND
Title: VP + CFO

EACH OF THE SUBSIDIARIES
LISTED ON SCHEDULE I HERETO,

by


Name: MANCE A. RYLAND
Title: CFO

JPMORGAN CHASE BANK, as
Collateral Agent,

by


Name: Gary L. Spevack
Title: Vice President
JPMorgan Chase Bank

SCHEDULE II**EQUITY INTERESTS**

Issuer	Cert. No.	Registered Owner	Number and Class of Shares	Percentage of Shares (%)
SHPS, Inc.	C4	Sykes Enterprises, Incorporated	726,616 common	6.2
	C25	David E. Garner	291,450 common	2.4
	C32	David E. Garner (Restricted)	278,518 common	2.4
	C31	John D. Gannett (restricted)	50,000 common	0.4
	C33	David W. Lester (restricted)	11,000 common	<.1
	C34	Craig Russell	5,000 common	<.1
	C35	CB Healthcare Fund LP	80,862 common	0.7
	C36	Jeff and Leonor Rosenblum	80,022 common	0.7
	C37	Mark Tierney	29,341	0.3
	C38	SHPS Holdings, Inc.	10,132,102 common	86.7
	A-1		300,000 series A preferred	100
	B-1		800,000 series B preferred	100
Health International, Inc.	No Number	SHPS, Inc.	100 common	100
Sykes HealthPlan Service Bureau, Inc.	4	SHPS, Inc.	100 common	100
CareWise, Inc.	2	SHPS, Inc.	1,000 common	100
OMS Incorporated	8	SHPS, Inc.	979,998 common	100
eBenX, Inc.	PM-1	SHPS, Inc.	1,000 common	100
Arbor Associates, Inc.	1	eBenX, Inc.	1,000 common	100

DEBT SECURITIES

Issuer	Principal Amount	Date of Note	Maturity Date
SHPS, Inc.	\$25,000.00	October 16, 2002	Within 30 days after Borrower exercises and receives proceeds from stock options with proceeds of not less than \$100,000.00
SHPS, Inc.	312,000.00	April 1, 2001	June 30, 2007
SHPS, Inc.	1,740,737.50	April 1, 2001	June 30, 2007
SHPS, Inc.	68,750.00	April 1, 2001	June 30, 2007
Arbor Associates, Inc.	44,550.00	December 9, 2000 April 18, 2002 (amended)	June 9, 2007
Arbor Associates, Inc.	99,000.00	January 27, 2000; April 18, 2002 (amended)	July 27, 2007

SCHEDULE I

SUBSIDIARY GRANTORS

1. Health International, Inc.
14770 North 78th Way
Scottsdale, AZ 85260
(DE)

2. Sykes HealthPlan Service Bureau, Inc.
11405 Bluegrass Parkway
Louisville, KY 40299
(KY)

3. CareWise, Inc.
1501 Fourth Avenue, Suite 800
Seattle, WA 98101
(DE)

4. OMS Incorporated
81 Hartwell Avenue
Lexington, MA 02421
(MA)

5. eBenX, Inc.
605 North Hwy. 169, Suite LL
Minneapolis, MN 55441
(MN)

6. Arbor Associates, Inc.
325 Chestnut St., 10th Floor
Philadelphia, PA 19106
(MN)

SCHEDULE III

LICENSES

SHPS, INC.

PART I

LICENSES/SUBLICENSES OF SHPS, INC.
AS LICENSOR ON DATE HEREOF

None

PART II

LICENSES

LICENSES/SUBLICENSES OF SHPS, INC. AS LICENSEE ON DATE HEREOF

<u>PRODUCT</u>	<u>DOC A, Pru Count</u>	<u>DOC B, NetCensus</u>	<u>Purchased as SHPS (1998- current)</u>	<u>Total Licenses From Columns B,C and D</u>
Office 2001 –MAC			1	1
OFFICE 4.2 STD		62	0	62
OFFICE 95 PRO	441	172	12	625
OFFICE 95 STD		585	0	585
OFFICE 97 PRO	177	4	45	226
OFFICE 97 STD		0	8	8
OFFICE 2000 PREMIUM			1	1
OFFICE 2000 STD			21	21
OFFICE 2000 STD upg			44	44
OFFICE PRO UA			175	175
OFFICE STD UA			29	29
OFFICE XP STD			21	21
OFFICE XP PRO			0	0
OFFICE XP STD UA			1	1
OFFICE XP PRO UA			1	1
OUTLOOK 97			850	850
OUTLOOK 98 upg			850	850
OUTLOOK 2002			10	10
WORD 2000			21	21

<u>PRODUCT</u>	<u>DOC A, Pru Count</u>	<u>DOC B, NetCensus</u>	<u>Purchased as SHPS (1998- current)</u>	<u>Total Licenses From Columns B,C and D</u>
FRONTPAGE 97 V 2.0			8	8
FRONTPAGE 98	10			10
FRONTPAGE FOR WIN32 V 1.1			1	1
FRONTPAGE 2000			2	2
PROJECT FOR WINDOWS 3.0			2	2
PROJECT FOR WINDOWS 4.0			13	13
PROJECT FOR WIN95 V 4.1	66		65	131
PROJECT 98				0
PROJECT 2000			79	79
PROJECT UA			13	13
PUBLISHER WINDOWS V 2.0			1	1
PUBLISHER FOR WIN95 V 3.0			1	1
PUBLISHER 97 V 4.0	16		9	25
PUBLISHER 2000			1	1
VISIO V 4.0	23			23
VISIO V 5.0	11		4	15
VISIO 2000 PRO			4	4
VISIO 2000 STD			47	47
VISIO 2002 STD			21	21
VISIO 2002 PRO			2	2
DEVELOPER STUDIO 97			4	4
VB 4			5	5
VB 4 PRO	1			1
VB 5 ENT	13		29	42
VB 5 PRO	5			5
VB 6				0
VB 6 ENT			2	2
VB FOR WINDOWS 3.0			4	4
VB FOR WINDOWS 4.0			3	3
MS Visual Studio 6 Ent			29	29
MS Visual Studio 6 Ent upg			12	12
MS Visual Studio .NET Ent Arch			1	1
MSDN Universal			42	42
VISUAL C++ FOR WIN32 V 2.0			1	1
VISUAL C++ FOR WIN32 V 5.0	5		1	6
VISUAL C++ FOR WINDOWS V 1.0			1	1
VISUAL C++ FOR WINDOWS V 1.5			2	2
VISUAL INTERDEV FOR WIN V 1.0			1	1
VISUAL INTERDEV V 1.0			1	1

<u>PRODUCT</u>	<u>DOC A, Pru Count</u>	<u>DOC B, NetCensus</u>	<u>Purchased as SHPS (1998- current)</u>	<u>Total Licenses From Columns B,C and D</u>
VISUAL J++ FOR WIN32 V 1.0			1	1
VISUAL SOURCESAFE ADMIN 5.0			3	3
VISUAL SOURCESAFE CLIENT 5.0			5	5
ARAXIS MERGE 2001			4	4
ARAXIS MERGE 2001 10 user			3	3
ACT FOR NT V 3.0	4			4
ActivePDF toolkit			1	1
ADOBE ACROBAT V4			15	15
ADOBE ACROBAT V5			62	62
ADOBE FRAMEVIEWER V 5.1.1	2		1	3
Adobe Indesign v1.5	1		1	2
Adobe Pagemaker v7	1		1	2
Adobe Photoshop v6	1		1	2
ANZIO LITE			72	72
ATTACHMATE EXTRA V 6.2	437	622		1059
ATTACHMATE SNA CLIENT FOR WIN95		7		7
BLINKER V 4.1	5			5
CITRIX V 1.7 15 USER	1			1
CLIPPER 5.3 NT/95	5			5
COREL DRAW 10			1	1
CRYSTAL REPORTS V 5.0 PRO	3			3
CRYSTAL REPORTS V 6.0 PRO	10		19	29
CRYSTAL REPORTS V 8 DEV			2	2
CRYSTAL REPORTS V 8 PRO			16	16
CRYSTAL REPORTS V 8.5 PRO			3	3
Document X v3			10	10
FULLSHOT V6.2			2	2
FULLSHOT V7			3	3
K-EDIT FOR WIN V 1.5	27	33	103	163
KEYFLOW			50	50
Leadtools Raster Imaging v13			1	1
PCANYWHERE NT V 7.5	50			50
PCANYWHERE NT V 8.0	8		45	53
PCANYWHERE NT V 8.0 UPG			7	7
PCANYWHERE NT V 9			10	10
PCANYWHERE NT V 9.2			34	34
PCANYWHERE NT V 10			16	16
PCANYWHERE NT V 10.5			42	42
PDFlib Server License			10	10

<u>PRODUCT</u>	<u>DOC A, Pru Count</u>	<u>DOC B, NetCensus</u>	<u>Purchased as SHPS (1998- current)</u>	<u>Total Licenses From Columns B,C and D</u>
PROCOMM V 3.0	3			3
PROCOMM V 4.5	3			3
PROCOMM V 4.8			3	3
PVCS VERSION MANAGER 16/32BIT	51			51
PVCS Professional VM v7			45	45
PVCS Tracker v7.0			20	20
PVCS Professional Support			45	45
PVCS Tracker Support			20	20
RATIONAL SOFTWARE SILVER SUPPORT			1	1
RATIONAL SOFTWARE TEAMTEST			1	1
READGATE COMPARE			1	1
RELAY GOLD V 6.0	65			65
NetIQ SQL Management Suite			9	9
XML Spy v4.2			10	10
DOS 5.0		4		4
DOS 6.0		3		3
DOS 6.20		260		260
DOS 6.22		130		130
WIN 3.10		300		300
WIN 3.11		144		144
WIN 95		40	20	60
WIN 98			3	3
NT WS 3.51	30			30
NT WS 4.0	139	540	156	835
NT WS 2000			95	95
NT WS 2000 cup			27	27
NT WS 2000 pup			9	9
NT WS 2000 vup			1	1
BACKOFFICE 2.5	2		0	2
BACKOFFICE 2000 CAL			56	56
BACKOFFICE 4 pup			1	1
BACKOFFICE 4.0			1	1
BACKOFFICE 4.5 CAL			218	218
BACKOFFICE 4.5 SVR			19	19
EXCHANGE 5.5 CAL			850	850

<u>PRODUCT</u>	<u>DOC A, Pru Count</u>	<u>DOC B, NetCensus</u>	<u>Purchased as SHPS (1998- current)</u>	<u>Total Licenses From Columns B,C and D</u>
NT 2000 CAL			20	20
NT 2000 CAL UA			975	975
NT 2000 TERMINAL SRV CAL			16	16
NT 4.0 CAL	885		51	936
NT SERVER 2000			39	39
NT SERVER 2000 ADV			12	12
NT SERVER 2000 ADV UA			3	3
NT SERVER 2000 UA			2	2
NT SERVER 4.0	3		19	22
NT SERVER 4.0 ENT			1	1
NT SERVER 4.0 ENT pup			1	1
SMS CAL V 1.2	145			145
SMS CAL V 1.2 UA			145	145
SMS CAL V2			855	855
SMS SERVER v2			1	1
SQL 2000 CAL			10	10
SQL 2000 CAL UA			125	125
SQL 2000 ENT SRV			3	3
SQL 2000 ENT SRV UA			3	3
SQL 2000 PER CPU STD UA			8	8
SQL 2000 PER CPU ENT			20	20
SQL 2000 SRV			3	3
SQL 6.5			1	1
SQL 6.5 CAL			10	10
SQL 6.5 SERVER		1		1
SQL 7.0			1	1
SQL 7.0 CAL			419	419
SQL 7.0 ENT			1	1
SQL 7.0 INTERNET CONNECTOR			6	6
Network Associates Mcafee TVD			1001	1001
Verisign 128bit SSL Certification			14	14
Undelete for Windows NT maint			21	21
Undelete for Windows NT v2.0			21	21
RED GATE COMPARE BUNDLE			10	10
NetWorker Power Edition for NT (includes 10 client connections)			1	1
SAN Storage Nodes NT			10	10
NetWorker Autochanger License 1- 128 slots			1	1
Legato Networker Dynamic Drive Sharing			7	7

<u>PRODUCT</u>	<u>DOC A, Pru Count</u>	<u>DOC B, NetCensus</u>	<u>Purchased as SHPS (1998- current)</u>	<u>Total Licenses From Columns B,C and D</u>
GEMS Console			1	1
NetWorker Module for Exchange			2	2
NetWorker NT Cluster Client Connections			6	6
NetWorker Client Connections - 25 pack			2	2
Networker Client Pak for Netware			2	2
Open File Agents for NT & Netware - (includes 2 - 5 pak client licenses)			2	2
Legato Autochanger License 1-16 slots			1	1
Keynote Red Alert			1	1
Epicor			12	12
Abra HR Management Solution			1	1
Platinum for Dos			18	18
Extended Systems Advantage Database Server			10	10
Active Expert Toolbook Kit			1	1
Whats up Gold			1	1
PKZipW 50 user site Lic.			1	1
Cisco Secure Policy Manager			1	1
Cute FTP Pro			10	10
PGP ENCRYPTION			1	1
Dictaphone Call Recording			16	16
BrookTrout SNT 48 port License			4	4
BrookTrout SNT 32 port License			1	
LeadTools Raster Imaging Developer License			1	1
NED Imaging control Developer License			1	1
Via Spell OCX control			1	1
Active Reports Professional Edition Dev Lic.			1	1
Cognos Reporting tools - PowerPlay Internal			1	1
Cognos Reporting tools - PowerPlay Desktop			100	
Cognos Reporting tools - PowerPlay Administrator			3	
Cognos Reporting tools - PowerPlay Ent Srv.			4	
Cognos Reporting tools - IWR Internal/External			1	
Cognos Reporting tools - Impromptu Administrator			3	
Cognos Reporting tools - IWR SERVER 1CPU LIC			4	

<u>PRODUCT</u>	<u>DOC A, Pru Count</u>	<u>DOC B, NetCensus</u>	<u>Purchased as SHPS (1998- current)</u>	<u>Total Licenses From Columns B,C and D</u>
OCR for Forms Data Image and Capture			1	1
ERFPMaster - Marketing RFP Software			1	1

SHPS HOLDINGS, INC.

PART I

LICENSES/SUBLICENSES OF SHPS HOLDINGS, INC.
AS LICENSOR ON DATE HEREOF

None

PART II

LICENSES/SUBLICENSES OF SHPS HOLDINGS, INC.
AS LICENSEE ON DATE HEREOF

None

HEALTH INTERNATIONAL, INC.

PART I

LICENSES/SUBLICENSES OF HEALTH INTERNATIONAL, INC.
AS LICENSOR ON DATE HEREOF

None

PART II

LICENSES/SUBLICENSES OF HEALTH INTERNATIONAL, INC.
AS LICENSEE ON DATE HEREOF

Software (Installed) Inventory		
Name	Purpose	Count
Operating System:		
	Windows 98	90
	Windows ME	7
	Windows NT	4
	Windows 2000	16
	Windows XP	2
Software:		
	Microsoft Office 2000	132
	Winzip	108
	Smarterm	388
	OfficeLink 2000	19
	Visio Standard 2002	45
	Visio Professional 2002	7
	Microsoft Project 2002	19
	McAfee v4.5.1	340
	Diskeeper Lite	2
	CMS/CentreVue	15
	Procomm Plus v4.8	10
	Esker (Tun) v11.1	50
	Esker (Tun) v11.5	10
	Network Access Suites v3.	90
	Pfe 32	10
	OnliNet v.4.1.02	1
Softwares		

:		
PGP Encryption		3
Data Junction v7.		1
IBM DB2 v7.0 or v7.2		6
Cognos v7		8
Erwin		1
RA 3000 v1.0.2.0		4
Cold Fusion v5. Server		3
Cold Fusion v5. Application Development		5
FTP		2
Voyager		
PC Anywhere		3
Exceed v5.3		2
Winpack v2.5		2
Expedite Manager		1
Quick Tape		1
Efax Reader		5
Quicken 2000		1

Server Software License Inventory

Name	Version	Server Licenses
Microsoft Backoffice Server	4.5	1
Microsoft Backoffice Server CAL	4.5	25
Microsoft Windows 2000 Server	2000	14
Microsoft Windows 2000 Server CAL	2000	323
Microsoft Windows 2000 Terminal Services CAL	2000	163
Microsoft Windows NT Server	4.0	4
Microsoft Windows NT Server CAL	4.0	50
Microsoft Windows NT Server Terminal Server Edition	4.0	1
Microsoft Windows NT Server Terminal Server Edition CAL	4.0	50
Microsoft Windows NT Workstation	4.0	1
Exchange Server	5.5	1
Exchange Server - CAL	2000	326
Diskeeper		20
Veritas BU Executive		20
SQL Server	7.0	1
Microsoft Windows SQL Server CAL	7.0	25
Surf Control	4.0	300
MS Proxy Server	4.0	1
MS ISA Server	2000	2
Cisco Management		1
RSA Server		1
Stonebeat ISA Cluster Software		2
Voice Software		
Telton Office Link Client		24
Telton Office Link Manager		24

Expert Agent Selection (EAS)		
Lookahead Interflow (LAI)		
Logged-In ACD Agents		300
IP Agents		26
IP Phones		28
IP Trunks		64
CMS CentreVu Supervisor (includes KY)		30
Intuity Audix	Ports	18
Intuity Audix - Local Users 500, Remote 1000		
Message Manager		
Avaya Site Administration		
Voice Announcement over the LAN Manager (also called Avaya Enterprise Management)		
KY Expert Agent Selection (EAS)		
KY Lookahead Interflow (LAI)		
KY Logged-In ACD Agents		151
KY IP Agents		11
KY IP Phones		13
KY IP Trunks		64

SYKES HEALTHPLAN SERVICE BUREAU, INC.

PART I

**LICENSES/SUBLICENSES OF SYKES HEALTHPLAN SERVICE BUREAU,
INC. AS LICENSOR ON DATE HEREOF**

None

PART II

**LICENSES/SUBLICENSES OF SYKES HEALTHPLAN SERVICE BUREAU,
INC. AS LICENSEE ON DATE HEREOF**

None

CAREWISE, INC.

PART I

LICENSES/SUBLICENSES OF CAREWISE, INC.
AS LICENSOR ON DATE HEREOF

COPYRIGHTS

Licensee Name and Address	Date of License/Sub-license	Title of U.S. Copyright	Author	Reg. No.
Izinga CM International Ltd. St. Paul's House 32 Warwick Lane London	10/11/99	CareWise Guide: Self Care from Head to Toe		TX-4-138-942

OTHERS

Licensee Name and Address	Date of License/Sub-license	Subject Matter
Impilo Ltd. c/o Sanlam Health (Pty) Ltd. 2 Strand Street, Bellville P.O. Box 1174 Sanlamhof 7532 South Africa	09/09/96	EMC 2 System (a comprehensive health care information service)

PART II

LICENSES/SUBLICENSES OF CAREWISE, INC.
AS LICENSEE ON DATE HEREOF

Manufacturer	Product	Licenses
Microsoft	SQL Server Standard 1-processor licenses	8
Oracle	OEM Performance Pack	68
Oracle	Oracle 7 Personal Edition	2
Oracle	Procedure Builder	1
Oracle	Server Enterprise Edition	68
Oracle	Sql Plus Developer	8
PowerSoft	PowerDesigner DataArchitect	1
WRQ	Reflection 2	1

Manufacturer	Product	Licenses
WRQ	Reflections X	1
Empirix	OneSight (Holistix Web Manager)	1
Ipswitch, Inc.	WhatsUp Gold	1
Microsoft	Back Office v.2.5	1
Microsoft	Client Access NT4 Server	1
Microsoft	Client Access Site Server v.3	10
Microsoft	Client Access Windows 2000 Advanced Server Upg	30
Microsoft	EUL NT4 Workstation Max CPU 2	5
Microsoft	Excel v.5	1
Microsoft	Front Page 98	1
Microsoft	Front Page v.1.1	1
Microsoft	MOLP Excel v.5	20
Microsoft	MOLP NT4 Server Enterprise	3
Microsoft	MOLP Office Premium 2000	10
Microsoft	MOLP Power Point v.7	15
Microsoft	MOLP Visual Studio Professional v.6	8
Microsoft	MOLP Windows 2000 Professional Upg	24
Microsoft	MOLP Word v.7	31
Microsoft	MS Office Pro Upgrade Advantage	200
Microsoft	MS Project Upgrade Advantage	10
Microsoft	MSDN Pro (xp) 2 yr	8
Microsoft	MSDN Universal 2yr	1
Microsoft	NT3.5	1
Microsoft	NT4	76
Microsoft	Office 97 Professional	1
Microsoft	Power Point v.4	5
Microsoft	Project 98	10
Microsoft	Project v.4	1
Microsoft	Project v.4.1	1
Microsoft	Site Server v.3	1
Microsoft	Visio Pro 2002	17
Microsoft	Windows 2000 Advanced Server Upg	1
Microsoft	Windows 2000 Professional	16
Microsoft	Windows 2000 Professional Upg	1
Microsoft	Windows 2000 Server	5
Microsoft	Windows 2000 Server Upg	1
Microsoft	Windows 2000 Terminal Server	16
Microsoft	Windows 95	143
Microsoft	Windows 98	2
Microsoft	Windows XP Pro	27
Silent Witness Enterprises Ltd.	Axxess 101	5
Avaya	CMS R11	1
Avaya	CMS Supervisor	15
Avaya	ECS R10	1
Avaya	IP Agent	20
Avaya	IP Softphone	5
Avaya	Message Manager	35
Avaya	Site Administration	Site
Avaya	VAL Manager	Site

Manufacturer	Product	Licenses
AVT	Call Xpress 3	1
Nice	Nice Universe 8.7	20
OpenLink	ODBC Driver 3.2	10
DEC	TCS-UA (cluster)	2
DEC	ADVFS-UTILITIES	2
DEC	LSM-OA	2
DEC	MMS-RT	2
DEC	NET-APP-SUP-150	1
DEC	NET-APP-SUP-200	2
DEC	OPEN3D	2
DEC	OSF-BASE	5
DEC	OSF-SVR	5
DEC	OSF-USR	5
Symantec	Ghost 2003	3
IPSwitch	Server FTP	1
IPSwitch	WSFTP 7.6	3
Blue Pumpkin Software, Inc	Director – Enterprise	1
	Great Plains Accounting Software	1

OMS INCORPORATED

PART I

LICENSES/SUBLICENSES OF OMS INCORPORATED
AS LICENSOR ON DATE HEREOF

COPYRIGHTS

Licensee Name and Address	Date of License/ Sublicense	Title	Author	Registration No.
Blue Cross Blue Shield of South Carolina	07/01/00	Optimed Release		TX30588800
Blue Cross Blue Shield of Oklahoma	12/27/91	Optimed Release		TX30588800
Blue Cross Blue Shield of Texas	05/20/88	Optimed Release		TX30588800
Corvel Corporation	03/03/00	Optimed Release		TX30588800
Health Plus of Michigan	12/01/97	Optimed Release		TX30588800
Independence Blue Cross	10/01/92	Optimed Release		TX30588800
Liberty Mutual Insurance Company	12/21/95	Optimed Release		TX30588800
Blue Cross Blue Shield of New Mexico	12/27/00	Optimed Release		TX30588800
Professional Reviews, Inc.	11/01/00	Optimed Release		TX30588800

PART II

LICENSES/SUBLICENSES OF OMS INCORPORATED
AS LICENSEE ON DATE HEREOF

The following are products licensed by OMS Incorporated:

1. PROGRESS 9.1d
2. MS SQL Server 7
3. Tomcat 4.0
4. Inet Sprinta 2000 (jdbc driver)
5. Borland Jbuilder 3.5 (Java dev.)
6. SAS Institute Software
7. CPT – Icd-9 Crosswalk file
8. MSOffice 97
9. MS Project
10. Visio
11. American Medical Association CPT 5-digit codes
12. HCIA Solucient Annual license for ICD-9-CM files

EBENX, INC.**PART I****LICENSES/SUBLICENSES OF EBENX, INC.**
AS LICENSOR ON DATE HEREOF

None

PART II**LICENSES/SUBLICENSES OF ARBOR ASSOCIATES, INC.**
AS LICENSEE ON DATE HEREOF

<u>Lessor/Lease Schedule</u>	<u>Equipment Description</u>	<u>Lease Term</u>	<u>Monthly Rent</u> <u>(Excl. tax)</u>
Information Leasing Corp Lease #312160001	Computer Hardware	6/22/2001-6/30/2001 7/1/2001-6/30/2004	Interim Period 1-36 mos. 13,201
GATX Lease #4169-Sch 005	Sun Servers	9/1/2000-9/30/2003	1-36 mos. 23,080
FLEET Lease #11842-Supp 4	3930-36 Symmetrix	2/11/2000-2/29/2000 3/01/2000-2/10/2003	Interim Period 1-36 mos. 20,849 30,910
Lease #11842-Supp 5	3030-36M2UPG MEM2048-UPG	3/01/2000-7/31/2000 8/01/2000-2/29/2003	1-5 mos. 6-36 mos. 0 9,150
Lucent Lease #X254810- Sch 00010	Lucent G3si System (Corp)	6/30/99-6/29/2002 6/30/2002-6/29/2004	1-36 mos. 37-60 mos. 11,603 2,286
Lease #X254810- Sch 00030	Lucent Voice Mail (Corp)	5/1/2000-9/30/2004	1-53 mos. 1,956
Lease #X254810- Sch 00050	Lucent Add On Equipment (Corp)	5/1/2000-9/30/2004	1-53 mos. 1,913
Sun Microsystems Lease #NE050798- Sch 006	Sun Servers	8/1/01-7/31/04	1-36 mos. 30,888

ARBOR ASSOCIATES, INC.

PART I

LICENSES/SUBLICENSES OF ARBOR ASSOCIATES, INC.
AS LICENSOR ON DATE HEREOF

None

PART II

LICENSES/SUBLICENSES OF ARBOR ASSOCIATES, INC.
AS LICENSEE ON DATE HEREOF

None

SCHEDULE IV

Copyrights Owned by
SHPS, Inc.

U.S. Copyright Registrations

None

Pending U.S. Copyright Applications for Registration

None

Non-U.S. Copyright Registrations

None

Non-U.S. Pending Copyright Applications for Registration

None

**Copyrights Owned by
SHPS Holdings, Inc.**

U.S. Copyright Registrations

None

Pending U.S. Copyright Applications for Registration

None

Non-U.S. Copyright Registrations

None

Non-U.S. Pending Copyright Applications for Registration

None

**Copyrights Owned by
Health International, Inc.**

U.S. Copyright Registrations

None

Pending U.S. Copyright Applications for Registration

None

Non-U.S. Copyright Registrations

None

Non-U.S. Pending Copyright Applications for Registration

None

**Copyrights Owned by
Sykes HealthPlan Service Bureau, Inc.**

U.S. Copyright Registrations

None

Pending U.S. Copyright Applications for Registration

None

Non-U.S. Copyright Registrations

None

Non-U.S. Pending Copyright Applications for Registration

None

**Copyrights Owned by
CareWise, Inc.**

U.S. Copyright Registrations

None

Pending U.S. Copyright Applications for Registration

None

Non-U.S. Copyright Registrations

None

Non-U.S. Pending Copyright Applications for Registration

None

Copyrights Owned by
OMS Incorp.

U.S. Copyright Registrations

<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
OPTIMED ®, Release 4.0	TX30588800	Registered-January 14, 1991
OPTIMED ®, Release 2.0	TX30588799	Registered-January 14, 1991

Pending U.S. Copyright Applications for Registration

None

Non-U.S. Copyright Registrations

None

Non-U.S. Pending Copyright Applications for Registration

None

**Copyrights Owned by
eBenX, Inc.**

U.S. Copyright Registrations

<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
BEN-NET	TX-4-387-185	May 21, 1996

Pending U.S. Copyright Applications for Registration

None

Non-U.S. Copyright Registrations

None

Non-U.S. Pending Copyright Applications for Registration

None

**Copyrights Owned by
Arbor Associates, Inc.**

U.S. Copyright Registrations

None

Pending U.S. Copyright Applications for Registration

None

Non-U.S. Copyright Registrations

None

Non-U.S. Pending Copyright Applications for Registration

None

SCHEDULE V

Patents Owned by SHPS, Inc.

U.S. Patent Registrations

None

U.S. Patent Applications

None

Non-U.S. Patent Registrations

None

Non-U.S. Patent Applications

None

**Patents Owned by
SHPS Holdings, Inc.**

U.S. Patent Registrations

None

U.S. Patent Applications

None

Non-U.S. Patent Registrations

None

Non-U.S. Patent Applications

None

**Patents Owned by
Health International, Inc.**

U.S. Patent Registrations

None

U.S. Patent Applications

None

Non-U.S. Patent Registrations

None

Non-U.S. Patent Applications

None

Patents Owned by
Sykes HealthPlan Service Bureau, Inc.

U.S. Patent Registrations

None

U.S. Patent Applications

None

Non-U.S. Patent Registrations

None

Non-U.S. Patent Applications

None

**Patents Owned by
CareWise, Inc.**

U.S. Patent Registrations

None

U.S. Patent Applications

None

Non-U.S. Patent Registrations

None

Non-U.S. Patent Applications

None

**Patents Owned by
OMS Incorporated**

U.S. Patent Registrations

None

U.S. Patent Applications

None

Non-U.S. Patent Registrations

None

Non-U.S. Patent Applications

None

Patents Owned by
eBenX, Inc.

U.S. Patent Registrations

<u>Patent Number</u>	<u>Issue Date</u>
6,067,522—“Health and Welfare Benefit Enrollment and Billing System and Method	05/23/2000

U.S. Patent Applications

None

Non-U.S. Patent Registrations

None

Non-U.S. Patent Applications

None

**Patents Owned by
Arbor Associates, Inc.**

U.S. Patent Registrations

None

U.S. Patent Applications

None

Non-U.S. Patent Registrations

None

Non-U.S. Patent Applications

None

**TRADEMARK/TRADE NAMES OWNED BY
SHPS Holdings, Inc.**
(Numerical order by registration/application number)

U.S. Trademark Registrations

None

U.S. Trademark Applications

None

State Trademark Registrations

None

Non-U.S. Trademark Registrations

None

**TRADEMARK/TRADE NAMES OWNED BY
Health International, Inc.**
(Numerical order by registration/application number)

U.S. Trademark Registrations

None

U.S. Trademark Applications

None

State Trademark Registrations

None

Non-U.S. Trademark Registrations

None

TRADEMARK/TRADE NAMES OWNED BY
Sykes HealthPlan Service Bureau, Inc.
(Numerical order by registration/application number)

U.S. Trademark Registrations

None

U.S. Trademark Applications

None

State Trademark Registrations

None

Non-U.S. Trademark Registrations

None

**TRADEMARK/TRADE NAMES OWNED BY
Arbor Associates, Inc.**
(Numerical order by registration/application number)

U.S. Trademark Registrations

None

U.S. Trademark Applications

None

State Trademark Registrations

None

Non-U.S. Trademark Registrations

None

Schedule 3.03(d)

1. Investor Rights Agreement dated as of June 30, 2000, among SHPS, Inc., Welsh Carson Anderson & Stowe VIII, LP, Sykes Enterprises, Incorporated and certain other stockholders.

2. Investor Rights Agreement dated as of November 1, 2002, among SHPS, Inc., Welsh Carson Anderson & Stowe VIII, LP and Welsh Carson Anderson & Stowe IX, LP and certain other stockholders.

Schedule 7.01

Addresses for Notice to Subsidiary Grantors

1. Health International, Inc.
c/o SHPS, Inc.
11405 Bluegrass Parkway
Louisville, KY 40299

2. Sykes HealthPlan Service Bureau, Inc.
c/o SHPS, Inc.
11405 Bluegrass Parkway
Louisville, KY 40299

3. CareWise, Inc.
c/o SHPS, Inc.
11405 Bluegrass Parkway
Louisville, KY 40299

4. OMS Incorporated
c/o SHPS, Inc.
11405 Bluegrass Parkway
Louisville, KY 40299

5. eBenX, Inc.
c/o SHPS, Inc.
11405 Bluegrass Parkway
Louisville, KY 40299

6. Arbor Associates, Inc.
c/o SHPS, Inc.
11405 Bluegrass Parkway
Louisville, KY 40299