

04-02-2004



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Form PTO-1594
1-31-92
3/30/04

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):
Magellan Behavioral Health Systems, LLC

 Individuals Association
 General Partnership - Limited Partnership
 Corporation-State - Utah
 Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: Deutsche Bank AG
Internal Address: _____
Street Address: 60 Wall Street
City: New York State: NY ZIP: 10005

 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation- _____
 Other Collateral Agent

3. Nature of conveyance:

 Assignment Merger
 Security Interest Change of Name
 Other _____
Execution Date: January 5, 2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s):

Additional numbers attached? Yes No

Trademark Registration No.(s)
2150941, 2163965, 2163964, 2150942, 2150943, 2056650,
2169507

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Meredith Schorr
Internal Address: c/o White & Case LLP

Street Address: 1155 Avenue of the Americas
City: New York State: New York ZIP: 10036

6. Total number of applications and registration involved 7

7. Total fee (37 CFR 3.41): \$190.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
23-1705 (in event of deficiency)
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Meredith Schorr Meredith Schorr 3/30/04
Name of Person Signing Signature Date
Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)
Do not detach this portion
Mail documents to be recorded with required cover sheet information to:
**Mail Stop Assignment Recordation Services
Director of US Patent and Trademark Office
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Alexandria, VA 22313-1450**
Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

OPR/FINANCE
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04/01/2004 NGETACHE 00000016 2150941
01 FC:8521 40.00 DP
150.00 DP
NEWYORK 3323041 (ZK)

**TRADEMARK
REEL: 002941 FRAME: 0479**

**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Magellan Behavioral Health Systems, LLC (formerly Human Affairs International, Inc.), a Utah corporation (the "Grantor") with principal offices at 6950 Columbia Gateway Drive, Columbia, Maryland, 21046, hereby grants to Deutsche Bank AG, New York Branch, as Collateral Agent, with principal offices at 60 Wall Street, New York, NY 10005 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of January 5, 2004 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this

Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

[Remainder of this page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 5th
day of January, 2004.

MAGELLAN BEHAVIORAL HEALTH
SYSTEMS, LLC, Grantor

By: Megan M. Arthur
Name:
Title:

DEUTSCHE BANK AG, NEW YORK BRANCH,
as Collateral Agent and Grantee

By: Scotty Lindsey
Name: **Scotty Lindsey**
Title: **Vice President**

By: Diane F. Rolfe
Name: **Diane F. Rolfe**
Title: **Vice President**

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
BEHAVIORAL HEALTHCARE SOLUTIONS	2,150,941	4/14/98
DISABILITY PATHWAYS	2,163,965	6/9/98
DISABILITY TRANSITIONS	2,163,964	6/9/98
HUMAN AFFAIRS INTERNATIONAL	2,150,942	4/14/98
HUMAN AFFAIRS INTL (Stylized)	2,150,943	4/14/98
HUMAN AFFAIRS INTL BEHAVIORAL HEALTHCARE SOLUTIONS	2,056,650	4/29/97
INSIGHTS	2,169,507	6/30/98