

6/1/04

06-02-2004



Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECOF
TR.

102755674

DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):
LANDACORP, INC.

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

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

2. Name and address of receiving party(ies)
Name: JPMorgan Chase Bank, as Collateral Agent
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

Execution Date: April 27, 2004

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
PLEASE SEE SCHEDULE 1 ATTACHED.

B. Trademark Registration No.(s)
PLEASE SEE SCHEDULE 1 ATTACHED.

Additional number(s) attached Yes No **2193444**

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Penelope Agodoa
Internal Address: Federal Research Corporation
Street Address: 1030 15th Street, NW
Suite 920
City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: **2**

7. Total fee (37 CFR 3.41)..... \$ **190⁰⁰**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
(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.

Taline N. Aynjian
Name of Person Signing

Taline N. Aynjian
Signature

5/27/04
Date

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

06/02/2004 LMUELLER 00000021 2193444
01 FC:8521 40.00 BP
02 FC:8522 150.00 BP

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

TRADEMARK
REEL: 002978 FRAME: 0631

SCHEDULE 1**TRADEMARKS****Owner: Landacorp, Inc.**Trademarks:

Mark	Reg. Date	Reg. No.
LANDACORP	October 6, 1998	2,193,444
MAXSYS	March 19, 2002	2,548,779
MAXMC	February 18, 2003	2,687,735

Trademark Applications:

Mark	Filing Date	App. No.
HEALTHVIEWS	July 19, 1999; extension approved March 23, 2004	75754247
HEALTH VIEWS	July 19, 1999; extension approved March 23, 2004	75753416
HV HEALTH VIEWS	September 13, 2002	76449166
HEALTH VIEWS	October 22, 2002	76460637

**Annex I to the
Guarantee and
Collateral Agreement**

SUPPLEMENT NO. 2 dated as of April 27, 2004, to the Guarantee and Collateral Agreement dated as of February 5, 2003, among SHPS, Inc., a Florida corporation (the "*Borrower*"), SHPS Holdings, Inc., a Delaware corporation ("*Holdings*"), each subsidiary of the Borrower listed on Schedule I thereto (each such subsidiary individually a "*Subsidiary Grantor*" and collectively, the "*Subsidiary Grantors*"; the Subsidiary Grantors, Holdings and the Borrower are referred to collectively herein as the "*Grantors*") and JPMORGAN CHASE BANK, a New York banking corporation ("JPMCB"), as collateral agent (in such capacity, the "*Collateral Agent*") for the Secured Parties (as defined herein).

A. Reference is made to (a) 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 JPMCB, as administrative agent for the Lenders (in such capacity, the "*Administrative Agent*") and Collateral Agent and (b) the Guarantee and Collateral Agreement dated as of February 5, 2003 (as amended, supplemented or otherwise modified from time to time, the "*Guarantee and Collateral Agreement*"), among Holdings, the Borrower, the Subsidiary Grantors and the Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Guarantee and Collateral Agreement and the Credit Agreement.

C. The Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans and the Issuing Bank to issue Letters of Credit. Section 7.16 of Guarantee and Collateral Agreement provides that additional Subsidiaries of the Borrower may become Grantors under the Guarantee and Collateral Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the "*New Grantor*") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the. Guarantee and Collateral Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 7.16 of the Guarantee and Collateral Agreement, the New Grantor by its signature below becomes a Grantor, Pledgor and Grantor under the Guarantee and Collateral Agreement with the same force and effect as if originally named therein as a Grantor, Pledgor and Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Guarantee and Collateral Agreement applicable to it as a Grantor, Pledgor and Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor, Pledgor and Grantor thereunder are true and correct on and as

of the date hereof. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Obligations (as defined in the Guarantee and Collateral Agreement), does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Grantor's right, title and interest in and to the Collateral (as defined in the Guarantee and Collateral Agreement) of the New Grantor. Each reference to a "Grantor" in the Guarantee and Collateral Agreement shall be deemed to include the New Grantor. The Guarantee and Collateral Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Grantor and the Collateral Agent. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the location of any and all Collateral of the New Grantor and (b) set forth under its signature hereto, is the true and correct legal name of the New Grantor, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. Except as expressly supplemented hereby, the Guarantee and Collateral Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 7.01 of the Guarantee and Collateral Agreement. All communications and

notices hereunder to the New Grantor shall be given to it at the address set forth under its signature below.

SECTION 9. The New Grantor agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Guarantee and Collateral Agreement as of the day and year first above written.

LANDACORP, INC.,

by



Name: *Merle A. Ryland*

Title: *CEO*

Address:

JPMORGAN CHASE MANHATTAN,
as Collateral Agent,

by

Name:

Title:

notices hereunder to the New Grantor shall be given to it at the address set forth under its signature below.

SECTION 9. The New Grantor agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Guarantee and Collateral Agreement as of the day and year first above written.

LANDACORP, INC.,

by

Name:
Title:
Address:

JPMORGAN CHASE MANHATTAN,
as Collateral Agent,

by

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

**Schedule I
to Supplement No. 2 to
the Guarantee and
Collateral Agreement**

LOCATION OF COLLATERAL

Landacorp, Inc.

Except for the items listed below, all Collateral is located at the following address:	4151 Ashford Dunwoody Road, Suite 505 Atlanta, Georgia 30319
Office equipment	c/o Greg Leon Anderson 603 Westbury Road Fallston MD 21047-2910
	c/o Jeffrey Anderson 3259 Halcyon Court Ellicott City MD 21043
	c/o Dana Beaver-Lewis 312 Crosstown Road Peachtree City GA 30269
	c/o John Chianese 50 Red Oak Drive Wyoming RI 02898
	c/o Michael Duke 3908 Longview Landing Richmond VA 23233
	c/o Cynthia Intihar-Hogue 1140 Clifton Road Bethel Park PA 15102
	c/o Jennifer Johnston 3350 Lee Street Smyrna GA 30080
	c/o John Jordan 10506 Villa View Circle Tampa FL 33647
	c/o Bruce Kirschner 213-05 75 th Avenue, Apt. 6J Bayside NY 11364
	c/o Beverly Lytwyn 30 Robert Drive East Hanover NJ 07936

c/o Eugene Miller
23829 North Lookout Point Road
Barrington IL 60010

c/o Susan Mills
599 Sandra Drive
Landing NJ 07850

c/o Penny Moore
3455 East 2200 Road
Jerico Springs MO 64756

c/o Jackie Plamer
438 Paseo Campanero
Chico CA 95928

c/o Ruth Rose
3408 Nottingham Road
Westminster MD 21157

c/o Melba Stephens-Nunn
400 Dove Hollow Drive
Kyle TX 78640

c/o Karen Williams
519 Paseo Campanero
Chico CA 95928

**Schedule II to
Supplement No. 2
To the Guarantee and
Collateral Agreement**

PLEDGED SECURITIES OF THE NEW PLEDGOR

EQUITY INTERESTS

<u>Issuer</u>	<u>Certificate Number</u>	<u>Registered Owner</u>	<u>Number and Class of Shares</u>	<u>Percentage of Shares</u>
Landacorp, Inc.	2	SHPS, Inc.	100 common	100

DEBT SECURITIES

None.

LOULibrary 0009020.0522262 353393v.1