

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
FHC Health Systems Inc.		02/09/2005	CORPORATION: VIRGINIA
ValueOptions, Inc.		02/09/2005	CORPORATION: VIRGINIA
TrialStar, Inc.		02/09/2005	CORPORATION: VIRGINIA
Corporation for Standards and Outcomes		02/09/2005	CORPORATION: PENNSYLVANIA
RX Innovations, LLC		02/09/2005	limited liability company: VIRGINIA
Health Management Strategies International, Inc.		02/09/2005	CORPORATION: DISTRICT OF COLUMBIA
Massachusetts Behavioral Health Partnership		02/09/2005	PARTNERSHIP: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	The Bank of New York, as Collateral Agent
Street Address:	600 E. Las Colinas Blvd
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	Banking Corporation: NEW YORK

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2701189	ACHIEVE SOLUTIONS
Registration Number:	2673378	EAP EXPRESS
Registration Number:	2673377	EAP EXPRESS
Registration Number:	1389473	FIRST HOSPITAL CORPORATION
Registration Number:	1388643	FHC
Registration Number:	2421952	TRIALSTAR

CH \$515.00 2701189

Registration Number:	2066036	CORPORATION FOR STANDARDS & OUTCOMES
Registration Number:	2819369	CORPORATION FOR STANDARDS & OUTCOMES
Registration Number:	2493305	OUTCOMES TO IMPACT
Registration Number:	2831642	OCERS
Registration Number:	2831641	CS&O
Registration Number:	2268636	RX INNOVATIONS
Registration Number:	2289589	RX INNOVATIONS
Registration Number:	2268635	RX INNOVATIONS
Registration Number:	2286655	RX INNOVATIONS
Registration Number:	1789595	HEALTH MANAGEMENT STRATEGIES
Registration Number:	1429489	HMS HEALTH MANAGEMENT STRATEGIES
Registration Number:	1420392	HMS
Registration Number:	2865003	MBHP
Registration Number:	2865004	MBHP MASSACHUSETTS BEHAVIORAL HEALTH PARTNERSHIP

CORRESPONDENCE DATA

Fax Number: (212)326-2061

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-326-2053

Email: rroel@omm.com

Correspondent Name: Richard Roel, c/o O'Melveny & Myers LLP

Address Line 1: Times Square Tower, 7 Times Square Tower

Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Richard Roel
Signature:	/Richard Roel/
Date:	02/28/2005

Total Attachments: 8

source=fhc Grant of SA#page1.tif

source=fhc Grant of SA#page2.tif

source=fhc Grant of SA#page3.tif

source=fhc Grant of SA#page4.tif

source=fhc Grant of SA#page5.tif

source=fhc Grant of SA#page6.tif

source=fhc Grant of SA#page7.tif

source=fhc Grant of SA#page8.tif

GRANT OF TRADEMARK SECURITY INTEREST

This **GRANT OF TRADEMARK SECURITY INTEREST** is dated as of February 9, 2005 (this "**Agreement**"), and entered into between FHC Health Systems Inc., a Virginia corporation ("**Company**"), ValueOptions, Inc., a Virginia corporation, TrialStar, Inc., a Virginia corporation, Corporation for Standards and Outcomes, a Pennsylvania corporation, RX Innovations, LLC, a Virginia limited liability company, Health Management Strategies International, Inc., a District of Columbia corporation and Massachusetts Behavioral Health Partnership, a Massachusetts partnership (each, a "**Grantor**"), each located at 240 Corporate Blvd., Norfolk, VA 23502, and The Bank of New York, (in its capacity as collateral agent for the benefit of itself, Lenders (as defined below) and Lender Counterparties, and any successor to such collateral agent, "**Collateral Agent**"). Capitalized terms used herein but not defined shall have the meaning ascribed to them in the Security Agreement (as defined below).

WHEREAS, each of the Grantors owns and uses in its business various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Company has entered into that certain Loan and Guaranty Agreement, dated as of the date hereof (said Third Lien Term Loan and Guaranty Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Credit Agreement**"), among the Company, the other Grantors party hereto, certain other subsidiaries of Company, as Guarantors, the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), Goldman Sachs Credit Partners L.P., as Lead Arranger, Book Runner and Syndication Agent, and The Bank of New York, as Collateral Agent and Administrative Agent, pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, pursuant to the terms of that certain Pledge and Security Agreement, dated as of the date hereof (said Pledge and Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among the Company, the other Grantors party hereto, certain other subsidiaries of Company, as Grantors, and Collateral Agent, each Grantor has created in favor of Collateral Agent, for each Agent's benefit and for the benefit of the Lenders and the Lender Counterparties, a security interest in and continuing lien on, and Collateral Agent has become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by each Grantor to Collateral Agent pursuant to the Security Agreement, each Grantor hereby grants to Collateral Agent, for each Agent's benefit and for the benefit of the Lenders and the Lender Counterparties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in

each case whether now owned or existing or hereafter acquired or arising and wherever located (the "Trademark Collateral"):

(i) all rights, title and interest in, to and under all United States and foreign trademarks, tradenames, corporate names, company names, business names, fictitious business names, internet domain names, trade styles, serving marks, certification marks, collective marks, logos, other source and/or business identifiers and applications for any of the foregoing, including without limitation the registrations and applications referred to on Schedule A annexed hereto, and all goodwill of such Grantor's business connected with the use of and symbolized by the foregoing, the right to sue for past, present and future infringement or division of any of the foregoing or for any injury to goodwill;

(ii) all proceeds of the foregoing, including without limitation licenses, royalties, income payments, claims, damages and proceeds of suit; and

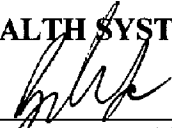
(iii) all Proceeds (as defined in the Security Agreement).

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.


[The remainder of this page is intentionally left blank.]

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

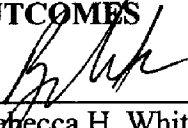
FHC HEALTH SYSTEMS INC.

By: 
Name: Rebecca H. White
Title: Secretary


TRIALSTAR, INC.

By: 
Name: Rebecca H. White
Title: Secretary

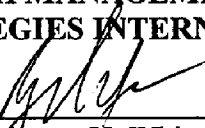
**CORPORATION FOR STANDARDS
AND OUTCOMES**

By: 
Name: Rebecca H. White
Title: Secretary


RX INNOVATIONS, LLC

By: 
Name: Rebecca H. White
Title: Secretary

**HEALTH MANAGEMENT
STRATEGIES INTERNATIONAL, INC.**

By: 
Name: Rebecca H. White
Title: Secretary

**MASSACHUSETTS BEHAVIORAL
HEALTH PARTNERSHIP**

By: 
Name: Rebecca H. White
Title: Secretary

VALUEOPTIONS, INC.

By: 

Name: Rebecca H. White

Title: Secretary

THE BANK OF NEW YORK,
as Collateral Agent

By: John B. Cullen, Jr.
Name: John B. Cullen, Jr.
Title: Vice President

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

FEDERAL TRADEMARKS

MARK	REGISTRATION NUMBER (SERIAL NUMBER)	OWNER
ACHIEVE SOLUTIONS	2,701,189	ValueOptions, Inc.
EAP EXPRESS	2,673,378	ValueOptions, Inc.
EAP EXPRESS	2,673,377	ValueOptions, Inc.
FIRST HOSPITAL CORPORATION	1,389,473	FHC Health Systems, Inc.
FHC	1,388,643	FHC Health Systems, Inc.
TRIALSTAR	2,421,952	TrialStar, Inc.
CORPORATION FOR STANDARDS AND OUTCOMES	2,066,036	Corporation for Standards and Outcomes
CORPORATION FOR STANDARDS AND OUTCOMES	2,819,369	Corporation for Standards and Outcomes
OUTCOMES TO IMPACT	2,493,305	Corporation for Standards and Outcomes
OCERS	2,831,642	Corporation for Standards and Outcomes
CS&O	2,831,641	Corporation for Standards and Outcomes
RX INNOVATIONS AND DESIGN	2,268,636	RX Innovations, LLC
RX INNOVATIONS	2,289,589	RX Innovations, LLC
RX INNOVATIONS AND DESIGN	2,268,635	RX Innovations, LLC
RX INNOVATIONS	2,286,655	RX Innovations, LLC

MARK	REGISTRATION NUMBER (SERIAL NUMBER)	OWNER
HEALTH MANAGEMENT STRATEGIES	1,789,595	Health Management Strategies International, Inc.
HMS HEALTH MANAGEMENT STRATEGIES	1,429,489	Health Management Strategies International, Inc.
HMS	1,420,392	Health Management Strategies International, Inc.
MBHP	2,865,003	Massachusetts Behavioral Health Partnership
MBHP MASSACHUSETTS BEHAVIORAL HEALTH PARTNERSHIP AND DESIGN	2,865,004	Massachusetts Behavioral Health Partnership

STATE TRADEMARKS

MARK	STATE	REGISTRATION NUMBER	OWNER
OPTIONS MENTAL HEALTH	New Mexico	T, N95,051,508	FHC Options, Inc.
WORLDWIDE, INC.	Kentucky	11,836	Worldwide, Inc.
OPTIONS STYLIZED LETTERS	Washington	19,929	Options Health Care, Inc. (n/k/a ValueOptions, Inc.) ¹

¹ Effective December 31, 1998, the entity merged with Value Behavioral Health, Inc. and changed its name to ValueOptions, Inc. pursuant to such merger.

RECORDED: 02/28/2005

TRADEMARK
REEL: 003036 FRAME: 0207