

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
APS Healthcare Bethesda, Inc.		06/21/2005	CORPORATION:

RECEIVING PARTY DATA	
Name:	Capitalsource Finance LLC
Street Address:	4445 Willard Avenue
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	LTD LIAB JT ST CO:

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Serial Number:	76625070	APS LIFELINK
Serial Number:	78575247	HEALTHY TOGETHER... A HEALTHY PERSPECTIVE!
Serial Number:	78575239	HEALTHY TOGETHER...BACK ON TRACK!
Serial Number:	78575210	HEALTHY TOGETHER...BREATHE EASY!
Serial Number:	78575297	HEALTHY TOGETHER...HEALTHY ADDITIONS!
Serial Number:	78588386	HEALTHY TOGETHER...LIVING WELL!
Serial Number:	78575276	HEALTHY TOGETHER...TAKE CONTROL!
Serial Number:	78575289	HEALTHY TOGETHER...TAKE HEART!

CORRESPONDENCE DATA	
Fax Number:	(214)758-1550
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	214-758-1500
Email:	tkulik@pattonboggs.com, estafford@pattonboggs.com
Correspondent Name:	Thomas A. Kulik
Address Line 1:	2001 Ross Avenue; Suite 3000

CH \$215.00 76625070

Address Line 4: Dallas, TEXAS 75201

NAME OF SUBMITTER:

Thomas A. Kulik

Signature:

/Thomas A. Kulik/

Date:

06/29/2005

Total Attachments: 5

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FIRST AMENDMENT
TO
AMENDED AND RESTATED COLLATERAL PATENT, TRADEMARK,
COPYRIGHT AND LICENSE ASSIGNMENT

THIS FIRST AMENDMENT TO AMENDED AND RESTATED COLLATERAL PATENT, TRADEMARK, COPYRIGHT AND LICENSE ASSIGNMENT ("Amendment") is made and entered into this 28th day of June, 2005 by and between **APS HEALTHCARE BETHESDA, INC.**, a Delaware corporation ("Assignor") and **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company ("Assignee"), as follows:

WHEREAS, Assignor and Assignee entered into that certain Amended and Restated Collateral Patent, Trademark, Copyright and License Agreement dated as of March 29, 2002 (the "IP Security Agreement"), wherein Assignor granted to Assignee a security interest in the Collateral (as defined therein) to secure the Secured Obligations (as defined therein); and

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office (a) on August 1, 2003, Reel 2795/Frame 0514, as corrected in Reel 3091/Frame 0849, and (b) on February 2, 2004, Reel 2908/Frame 0532, as corrected in Reel 3094/Frame 0361; and

WHEREAS, the parties now desire to amend the IP Security Agreement as provided hereinbelow:

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained herein, and for other valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendment of Schedule B. Effective as of the date hereof, Schedule B attached to the IP Security Agreement shall be amended to include the Marks identified on Schedule I attached hereto.

2. Consent to this Amendment. All the parties hereto consent to the terms and provisions of this Amendment.

3. Ratification. The Collateral shall continue to secure the Secured Obligations (as such terms are defined in the IP Security Agreement) pursuant to the terms of the IP Security Agreement. The representations and warranties contained in the IP Security Agreements are true and correct as of the date hereof. The terms and provisions set forth in this Amendment shall modify and supercede all inconsistent terms and provisions set forth in the IP Security Agreement, but except as expressly modified and superceded by this Amendment, the terms and provisions of the IP Security Agreement are ratified and confirmed and shall continue in full force and effect, Assignor hereby agreeing that the IP Security Agreement continue to be validly existing, binding and enforceable in accordance with their respective terms, as amended hereby.

4. References to IP Security Agreement. The IP Security Agreement and any and all other Loan Documents are hereby amended so that any reference in the IP Security Agreement and in such other Loan Documents to the IP Security Agreement shall mean a reference to the IP Security Agreement, as amended hereby.

5. Counterparts. This Amendment may be executed in one or more counterparts, all of which taken together shall constitute but one and the same instrument. This Amendment may be executed by facsimile transmission, which facsimile signatures shall be considered original executed

counterparts, and each party to this Amendment agrees that it will be bound by its own facsimile signature and that it accepts the facsimile signature of each other party to this Amendment.

6. Headings. The headings, captions, and arrangements used in this Amendment are for convenience only and shall not affect the interpretation of this Amendment.

7. Applicable Law. THE IP SECURITY AGREEMENT, AS AMENDED HEREBY, SHALL CONTINUE TO BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE CHOICE OF LAW PROVISIONS SET FORTH IN THE IP SECURITY AGREEMENTS AND SHALL BE SUBJECT TO THE WAIVER OF JURY TRIAL AND NOTICE PROVISIONS OF THE IP SECURITY AGREEMENTS.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of the date first above written.

ASSIGNOR:

APS HEALTHCARE BETHESDA, INC.

By: Laura Tarantino
Name: Laura Tarantino
Title: CEO & Secretary

ASSIGNEE:

CAPITALSOURCE FINANCE LLC

By: _____
Name: _____
Title: _____

STATE OF Maryland
COUNTY OF Prince Georges : ss.:

Before me, the undersigned, on this 21st day of June, 2005, personally appeared Laura Tarantino, to me known personally, and who being by me duly sworn, deposes and says that he/she is Secretary of APS Healthcare Bethesda, Inc., and that this instrument was signed on behalf of said corporation, and he acknowledged said instrument to be the free act and deed of said corporation.

Kathleen M. Miller
Notary Public
My Commission Expires: 1/1/06

STATE OF _____)
: ss.
COUNTY OF _____)

Before me, the undersigned, on this ____ day of June, 2005, personally appeared _____, to me known personally, and who being by me duly sworn, deposes and says that he is the _____ of CapitalSource Finance LLC, and that this instrument was signed on behalf of said company, and he acknowledged said instrument to be the free act and deed of said company.

Notary Public
My Commission Expires:

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of the date first above written.

ASSIGNOR:

APS HEALTHCARE BETHESDA, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

CAPITALSOURCE FINANCE LLC

By: Joseph Turitz
Name: Joseph Turitz
Title: General Counsel
Corporate Finance

STATE OF _____)
: ss.:
COUNTY OF _____)

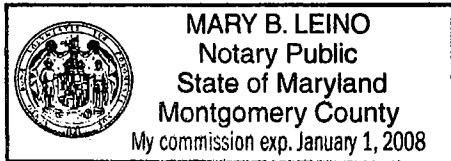
Before me, the undersigned, on this ____ day of June, 2005, personally appeared _____, to me known personally, and who being by me duly sworn, deposes and says that he/she is _____ of APS Healthcare Bethesda, Inc., and that this instrument was signed on behalf of said corporation, and he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public
My Commission Expires:

STATE OF Maryland)
: ss.:
COUNTY OF Montgomery)

Before me, the undersigned, on this 24 day of June, 2005, personally appeared Joseph Turitz, to me known personally, and who being by me duly sworn, deposes and says that he is the General Counsel - CF of CapitalSource Finance LLC, and that this instrument was signed on behalf of said company, and he acknowledged said instrument to be the free act and deed of said company.

Mary B. Leino
Notary Public
My Commission Expires: 1/1/08



First Amendment to Collateral Patent, Trademark, Copyright and License Assignments
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SCHEDULE I

Schedule I to First Amendment to Amended and Restated Collateral Patent, Trademark, Copyright and License Agreement dated effective as of June 28, 2005 by and between APS HEALTHCARE BETHESDA, INC. and CAPITALSOURCE FINANCE LLC.

Trademarks

<u>Mark</u>	<u>Record Owner</u>	<u>Application/Reg. No.</u>
APS LIFELINK	APS Healthcare Bethesda, Inc.	76/625070
HEALTHY TOGETHER... A HEALTHY PERSPECTIVE!	APS Healthcare Bethesda, Inc.	78/575247
HEALTHY TOGETHER... BACK ON TRACK!	APS Healthcare Bethesda, Inc.	78/575239
HEALTHY TOGETHER... BREATHE EASY!	APS Healthcare Bethesda, Inc.	78/575210
HEALTHY TOGETHER... HEALTHY ADDITIONS!	APS Healthcare Bethesda, Inc.	78/575297
HEALTHY TOGETHER... LIVING WELL!	APS Healthcare Bethesda, Inc.	78/588386
HEALTHY TOGETHER... TAKE CONTROL!	APS Healthcare Bethesda, Inc.	78/575276
HEALTHY TOGETHER... TAKE HEART!	APS Healthcare Bethesda, Inc.	78/575289