

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Trademark Security Interest		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ValueOptions, Inc.		06/28/2006	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	The Bank of New York, as Collateral Agent		
Street Address:	600 E. Las Colinas Boulevard		
Internal Address:	Attn: Asset Solutions Division		
City:	Irving		
State/Country:	TEXAS		
Postal Code:	75039		
Entity Type:	Unknown:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	76624009	HEALTHYMINDS	
Serial Number:	76639837	VALUEOPTIONS	
Serial Number:	76639836	VALUEOPTIONS	
CORRESPONDENCE DATA			
Fax Number:	(213)430-6407		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	gdurham@omm.com		
Correspondent Name:	Gina M. Durham, Esq.		
Address Line 1:	400 South Hope Street		
Address Line 2:	O'Melveny & Myers LLP		
Address Line 4:	Los Angeles, CALIFORNIA 90071		
NAME OF SUBMITTER:	Gina M. Durham		
Signature:	/Gina M. Durham/		

CH \$90.00 76624009

Date:

07/11/2006

Total Attachments: 4

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GRANT OF TRADEMARK SECURITY INTEREST

This **GRANT OF TRADEMARK SECURITY INTEREST** is dated as of June 28, 2006, and entered into between **VALUEOPTIONS, INC.**, a Virginia corporation ("**Grantor**") located at 240 Corporate Boulevard, Norfolk, VA 23502, and The Bank of New York (in its capacity as collateral agent for the benefit of itself, Lenders (as defined below), Lender Counterparties, L/C Issuer, and any successor to such collateral agent, "**Collateral Agent**"). Capitalized terms used herein but not defined shall have the meanings ascribed to them in the Security Agreement (as defined below).

WHEREAS, Grantor owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, FHC Health Systems, Inc., a Virginia corporation ("**Company**") has entered into that certain Loan and Guaranty Agreement, dated as of February 9, 2006 (said 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, Grantor, 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 Amended and Restated Pledge and Security Agreement dated as of June 28, 2006 (said Amended and Restated 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 Grantor, Collateral Agent and the other Guarantors named therein, Grantor has created in favor of Collateral Agent a security interest in, and Collateral Agent has become a secured creditor with respect to, the Trademark Collateral;

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 Grantor to Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to Collateral Agent a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**");

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in

its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

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.

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IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 28 day of June, 2006.

VALUEOPTIONS, INC.

By: E Paul Dunn Jr.
Name: E Paul Dunn Jr.
Title: CFO

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

<u>Owner</u>	<u>Trademark Description</u>	<u>Registration/ Appl. Number</u>	<u>Registration/ Appl. Date</u>
ValueOptions, Inc.	Healthy Minds	76/624,009	12/08/04
ValueOptions, Inc.	ValueOptions	76/639,837	06/01/05
ValueOptions, Inc.	ValueOptions and design	76/639,836	06/01/05