

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
PRODIGY HEALTH GROUP, INC.		11/30/2006	CORPORATION:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	GOLDMAN SACHS CREDIT PARTNERS L.P., as Collateral Agent		
<b>Street Address:</b>	c/o Goldman, Sachs & Co.		
<b>Internal Address:</b>	30 Hudson Street, 17th Floor		
<b>City:</b>	Jersey City		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07302		
<b>Entity Type:</b>	LIMITED PARTNERSHIP:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78921972	PRODIGY HEALTH GROUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	714-540-1235		
<b>Email:</b>	ipdocket@lw.com, kristin.azcona@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive, 20th Floor		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	022411-0710		
<b>NAME OF SUBMITTER:</b>	Kristin J. Azcona		
<b>Signature:</b>	/kristinazcona/		
<b>Date:</b>	12/27/2006		

OP \$40.00 78921972

**Total Attachments: 7**

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## SECOND LIEN TRADEMARK SECURITY AGREEMENT

Second Lien Trademark Security Agreement, dated as of November, 30 2006 (as amended, restated or otherwise modified from time to time, the "**Agreement**"), between **Each Of The Undersigned** (each, a "**Grantor**"), and **Goldman Sachs Credit Partners L.P.**, as collateral agent for the Secured Parties (together with its permitted successor in such capacity, the "**Collateral Agent**").

### WITNESSETH:

WHEREAS, Grantors are party to a Second Lien Pledge and Security Agreement dated as of November, 30 2006 (the "**Pledge and Security Agreement**") between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantors hereby agree with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Trademark Collateral**"): all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications referred to in Schedule I hereto, (ii) all extensions or renewals of any of the foregoing and (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing; provided, however that the foregoing definition shall not include any "intent-to-use" based application for a Trademark (but only if the grant of security interest to such "intent-to-use" Trademark violates 15 U.S.C. Section 1060(a)) until such time that a "Statement of Use" or "Amendment to Allege Use" has been filed with the United States Patent and Trademark Office (collectively, "**Trademarks**").

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made

and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control. In the event of any conflict between the terms of the Intercreditor Agreement and this Agreement, the terms of the Intercreditor Agreement shall govern and control.

SECTION 4. Applicable Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed counterpart of a signature page of this Agreement by facsimile transmission or electronic transmission (in pdf format) will be effective as delivery of a manually executed counterpart hereof.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, each Grantor and the Collateral Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

**CORPORATE HEALTHCARE FINANCING, INC.  
PERFORMAX HOLDINGS, INC.  
PERFORMAX SCRIP WORLD, LLC  
CORPORATE BENEFIT SERVICES OF  
AMERICA, INC.  
MERITAIN HEALTH, INC.  
WEYCO, INC.  
PRODIGY HEALTH GROUP, INC.**

By: \_\_\_\_\_

Name:

Title:

*H. Thach Pham*  
*CFO and Executive Vice President, or Vice President, as applicable*

SECOND LIEN TRADEMARK SECURITY AGREEMENT

**TRADEMARK  
REEL: 003451 FRAME: 0446**

Accepted and Agreed:

**GOLDMAN SACHS CREDIT PARTNERS L.P.,**  
as Collateral Agent

By: Walter A. Jackson  
Name:  
Title:

SECOND LIEN TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 003451 FRAME: 0447**

**SCHEDULE I**  
**to**  
**SECOND LIEN TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS AND APPLICATIONS**

<u>Grantor</u>	<u>Title</u>	<u>Filing Date/Issue Date</u>	<u>Status</u>	<u>Application/Registration No.</u>
Corporate Healthcare Financing, Inc.	CHF	November 2, 1993/October 4, 1994	Registered	74454779/ 1856947
Corporate Healthcare Financing, Inc.	Corporate Healthcare Financing	November 2, 1993/April 18, 1995	Registered	74454776/ 1890284
Performax Holdings, Inc.†	Performax Provider Network	September 5, 2002/November 25, 2003	Registered	76447339/ 2785822
Performax Holdings, Inc.†	Performax Financial Manager	September 5, 2002/May 13, 2003	Registered	76447338/ 2715738
Performax Holdings, Inc.†	Performax	October 2, 2001/November 5, 2002	Registered	75741508/ 2646217
Performax Holdings, Inc.†	Max	January 4, 2002/September 28, 2004	Registered	76354936/ 2889643
Performax Holdings, Inc.†	Performax Enrollment in a Flash	January 4, 2002/July 15, 2003	Registered	76354935/ 2738621
Performax Holdings, Inc.†	Performax Plan Administrator	September 5, 2002/May 27, 2003	Registered	76447433/ 2719339
Performax Holdings, Inc.†	Performax Care Manager	September 5, 2002/July 29, 2003	Registered	76447343/ 2741521
Performax Holdings, Inc.†	Performax Connection	September 5, 2002/May 13, 2003	Registered	76447323/ 2715737
Performax Holdings, Inc.†	Performax	June 30, 1999/December 10, 2002	Registered	75741533/ 2659918

Performax Holdings, Inc.†	The Last Health Care Program You'll Ever Need	September 5, 2002/February 10, 2004	Registered	76447342/ 2812364
Performax Holdings, Inc.†	Performax Plan Builder	September 5, 2002/August 19, 2003	Registered	76447322/ 2752466
Performax Holdings, Inc.†	MyPerformax.com	July 28, 2000/November 5, 2002	Registered	76098262/ 2646681
Performax Holdings, Inc.†	Max	April 19, 1999/January 22, 2002	Registered	75686191/ 2532595
Performax Holdings, Inc.†	Performax Prescription Manager	September 5, 2002/May 11, 2004	Registered	76447340/ 2839570
Performax Holdings, Inc.†	Maximum Assurance Xperts	April 19, 1999/July 31, 2001	Registered	75686190/ 2474187
Corporate Benefit Services of America, Inc.	Guided2Health	December 2, 2005/Not Yet Registered	Pending	78765966/ Not Yet Registered
Corporate Benefit Services of America, Inc.	Guided2Health	April 11, 2006	Registered	LA3000035031
Corporate Benefit Services of America, Inc.	Managed Care 2000	November 27, 2000	Registered	568641 (Louisiana)
Corporate Benefit Services of America, Inc.	Managed Care 2000+	January 3, 2005	Registered	585352 (Louisiana)
Performax Scrip World, LLC*	Scrip World	November 23, 1999/ January 15, 2002	Registered	75/856,718/ 2530517
Meritain Health, Inc.‡	North American Administrators	June 27, 1994/ April 29, 1997	Registered	74/545,086/ 2,056,551
Meritain Health, Inc.	North American Preferred	June 27, 1994/ February 8, 2000	Registered	74/545,087 2,316,859



Weyco, Inc.	WEYCO	July 30, 1999	Registered	2,353,797
Weyco, Inc.	WEYCO, INC.	June 20, 2000	Registered	2,360,139
Prodigy Health Group, Inc.	Prodigy Health Group	July 3, 2006	Pending	78/921,972
Prodigy Health Group, Inc.††	Meritain Health	December 22, 2005	Pending	78/779,857
Prodigy Health Group, Inc.††	Meritain Health	November 22, 2005	Pending	78/759,793
Meritain Health, Inc.§	NABN	December 31, 2001/ August 26, 2003	Registered	76/353,315/ 2,755,239
Meritain Health, Inc.§	Gateway Health Management	December 10, 2002/ October 21, 2003	Registered	76/476,544 2,775,334
Meritain Health, Inc.§	DenteMax	February 24, 1989/ December 5, 1989	Registered	73/783,592/ 1,570,223
Meritain Health, Inc.§	The Care Advantage	January 16, 1996	Registered	SM69431 (Ohio)
Meritain Health, Inc.§	North American Health Services	October 20, 1994	Registered	RN193031 (Ohio)
Meritain Health, Inc.§§	North American Health Services	December 28, 2001	Registered	1,284,223 (Ohio)
Meritain Health, Inc.§§	Gateway Health Management Services	January 22, 2001	Registered	56-9319 (Louisiana)
Meritain Health, Inc.**	America's Choice Health Plan	August 26, 1998	Registered	1026866 (Ohio)

† Registration may be held by Performax Holdings, Inc.'s predecessor in interest CHFA, Inc.

\* Registration may be held by Performax Scrip World, LLC's predecessor in interest Scrip World, LLC.

‡ Registration may be held by Meritain Health, Inc.'s predecessor in interest North American Administrators, Inc.

†† Registration may be held by Prodigy Health Group, Inc.'s predecessor in interest North American Health Plans, Inc.

§ Registration may be held by Meritain Health, Inc.'s predecessor in interest North American Benefits Network, Inc.

§§ Registration may be held by Meritain Health, Inc.'s predecessor in interest Gateway Health Management Services, Inc.

\*\* Registration may be held by Meritain Health, Inc.'s predecessor in interest E-V Benefits Management, Inc.