

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
HEALTHPLAN HOLDINGS, INC.		05/22/2007	CORPORATION: DELAWARE
HEALTHPLAN SERVICES, INC.		05/22/2007	CORPORATION: FLORIDA
AMERICAN BENEFIT PLAN ADMINISTRATORS, INC.		05/22/2007	CORPORATION: CALIFORNIA
MONTGOMERY MANAGEMENT CORPORATION		05/22/2007	CORPORATION: PENNSYLVANIA
PROHEALTH, INC.		05/22/2007	CORPORATION: DELAWARE
ADMINISTRATIVE SERVICES, INC.		05/22/2007	CORPORATION: FLORIDA

**RECEIVING PARTY DATA**

<b>Name:</b>	Silver Point Finance, L.L.C.
<b>Street Address:</b>	2 Greenwich Plaza, 1st floor
<b>City:</b>	Greenwich
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06830
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	1992585	
Registration Number:	2021233	CONSOLIDATED HEALTH REVIEW
Registration Number:	1994629	CONSOLIDATED GROUP YOUR BENEFITS PARTNER
Registration Number:	1994628	CONSOLIDATED GROUP YOUR BENEFITS PARTNER
Registration Number:	1448815	COST WATCH
Registration Number:	1737055	EZ SERVICE
Serial Number:	75020161	PATH
Registration Number:	2858568	Q

OP \$240.00 1992585

Registration Number:

1994627

YOUR BENEFITS PARTNER

**CORRESPONDENCE DATA**

Fax Number: (312)993-9767

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

Phone: 312/876-6557

Email: christina.mcclure@lw.com

Correspondent Name: Christina McClure

Address Line 1: 233 S. Wacker Drive, Ste. 5800

Address Line 2: Latham & Watkins LLP

Address Line 4: Chicago, ILLINOIS 60606-6401

NAME OF SUBMITTER:

Christina McClure

Signature:

/cm/

Date:

05/24/2007

**Total Attachments: 10**

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## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of May 22, 2007 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), between **EACH OF THE UNDERSIGNED** (collectively, "Grantors") and **SILVER POINT FINANCE, L.L.C.**, in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "Collateral Agent").

### WITNESSETH:

WHEREAS, HealthPlan Holdings, Inc. (the "Company"), Grantors, the parties named therein as Guarantors, the parties signatory thereto from time to time as Secured Parties and the Collateral Agent are party to a Subordinated Credit and Guaranty Agreement dated as of the date hereof (as from time to time amended, restated, supplemented or otherwise modified, the "Credit and Guaranty Agreement") pursuant to which the Secured Parties have agreed to make loans to the Company;

WHEREAS, Grantors are party to a Pledge and Security Agreement dated as of the date hereof (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 Trademark Security Agreement;

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

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in this 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"):

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications 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 the registrations and applications referred to on Schedule I hereto (collectively, "Trademarks"), provided that "Trademarks" shall exclude and no security interest shall be granted in United States intent-to-use trademark or service mark applications to the extent that and solely during the period in which a grant of a security interest therein would impair the validity or enforceability of such intent-to-use applications under applicable federal law;

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder)(collectively, "Trademark Licenses");

(c) all extensions or renewals of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(e) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and

(f) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security 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 Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.


SECTION 4. Applicable Law. This Trademark Security 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 Trademark Security 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.

[Remainder of page intentionally left blank]

Accepted and Agreed:

**SILVER POINT FINANCE, L.L.C.**  
as Collateral Agent

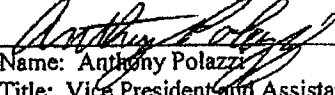
By:   
Name:  
Title:

Richard Petrilli  
Authorized Signatory

[Signature Page to the Trademark Security Agreement]

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

**HEALTHPLAN HOLDINGS, INC.**

By:   
Name: Anthony Polazzi  
Title: Vice President and Assistant Secretary

**HEALTHPLAN SERVICES, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**AMERICAN BENEFIT PLAN ADMINISTRATORS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**MONTGOMERY MANAGEMENT CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**PROHEALTH, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**ADMINISTRATIVE SERVICES, INC.**

By: \_\_\_\_\_  
Name:  
Title:

[Signature Page to the Trademark Security Agreement]

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

**HEALTHPLAN HOLDINGS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**HEALTHPLAN SERVICES, INC.**

By: Matthew Garff  
Name: Matthew Garff  
Title: Vice President and Assistant Secretary

**AMERICAN BENEFIT PLAN ADMINISTRATORS, INC.**

By: Matthew Garff  
Name: Matthew Garff  
Title: Vice President and Assistant Secretary

**MONTGOMERY MANAGEMENT CORPORATION**

By: Matthew Garff  
Name: Matthew Garff  
Title: Vice President and Assistant Secretary

**PROHEALTH, INC.**

By: Matthew Garff  
Name: Matthew Garff  
Title: Vice President and Assistant Secretary

**ADMINISTRATIVE SERVICES, INC.**

By: Matthew Garff  
Name: Matthew Garff  
Title: Vice President and Assistant Secretary

[Signature Page to the Trademark Security Agreement]

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

REGISTERED MARK	SERIAL/ DOCUMENT NO.	REGISTERED DATE	FILE DATE	OWNER	RENEWAL DATE (no later than)	EXPIRATION DATE
CG Logo	1,992,585	8/13/96	1/12/95	HealthPlan Services, Inc.	8/13/02	8/13/06
Consolidated Health Review	2,021,233	12/3/96	8/9/94	HealthPlan Services, Inc.	12/3/02	12/3/06
Consolidated Group Your Benefits Partner	1,994,629	8/20/96	1/12/95	HealthPlan Services, Inc.	8/20/02	8/20/06
Consolidated Group Your Benefits Partner & Design	1,994,628	8/20/96	1/12/95	HealthPlan Services, Inc.	8/20/02	8/20/06
COST WATCH	1,448,815	7/21/87	9/8/86	HealthPlan Services, Inc.	7/21/93	7/21/07



REGISTERED MARK	SERIAL/ DOCUMENT NO.	REGISTERED DATE	FILE DATE	OWNER	RENEWAL DATE	EXPIRATION DATE
EMCA/Eastern Managed Care Administrators	CT20025	12/20/96		HealthPlan Services, Inc.		12/20/01
EMCA/Eastern Managed Care Administrators	MA53307	10/4/96		HealthPlan Services, Inc.		10/4/06
EMCA/Eastern Managed Care Administrators	NH	11/15/96		HealthPlan Services, Inc.		11/15/06
EMCA/Eastern Managed Care Administrators	RI961108	11/14/96		HealthPlan Services, Inc.		11/14/06
EZService	1,737,055	12/1/92	3/26/92	HealthPlan Services, Inc.	12/1/02	12/1/02
PATH	75/020161		11/13/95	HealthPlan Services, Inc.	11/13/01	11/13/05
PLAN SERVICES Renewed	FL0927531	8/18/82	8/18/82 3/26/92	HealthPlan Services, Inc.		8/18/12
Platypus	2,858,568	6/29/04		HealthPlan Services Insurance Agency, Inc.	Approx 2009/2010	6/29/14
Your Benefits Partner	1,994,627	8/20/96	1/12/95	HealthPlan Services, Inc.	8/20/02	8/20/06

REGISTERED MARK	SERIAL/ DOCUMENT NO.	REGISTERED DATE	FILE DATE	OWNER	RENEWAL DATE	EXPIRATION DATE
CAP and Design	37402 (MA)		1985	Consolidated Group, Inc.		Expired
CGB and Design	37338 (MA)		1985	Consolidated Group, Inc.		Expired
CGT and Design	1,034,067		2/17/76	HealthPlan Services, Inc.		Abandoned
CGT and Design	1,497,027		7/19/88	HealthPlan Services, Inc.		Abandoned
Consolidated Association Plans	37324 (MA)		1985	Consolidated Group, Inc.		Expired
Consolidated Group	37298 (MA)		1985	Consolidated Group, Inc.		Expired
Consolidated Group Brokerage	37300 (MA)		1985	Consolidated Group, Inc.		Expired
D&B Plan Services	NH138,566					Canceled 12/94
STORK WATCH	501,461		3/18/94	HealthPlan Services, Inc.		Canceled 5/94

<b>TRADENAME</b>	<b>REGISTRATION DATE</b>	<b>EXPIRATION DATE</b>
Eastern Managed Care Administrators	Registered in NH 11/18/96	Expires 11/18/01
HCI HealthPlan Services	Registered in NH Date Unknown	Expires 05/20/06

<b>FICTITIOUS NAME</b>	<b>STATES REGISTERED</b>	<b>OWNER</b>
CGI Insurance Administrators	CA, FL, OK	Consolidated Group, Inc.
CGI Insurance Administrators	CA	Consolidated Group Claims, Inc.

<b>SEARCHED BUT NOT REGISTERED</b>
ACCESS
America's Benefit Specialists
Direct Connection Software
The SMART Plan

<b>UNREGISTERED TRADEMARKS/TRADENAMES</b>
Defender Elect
Defender II
Health Design
Health Design (Stylized)
Medchex
Passport
Plan Services
Plan Services (Stylized)
Plan Services, Inc.
The Smart Plan
Dental Plus
Dental 75
Boston Mutual Ltd.
Boston Mutual Medical Expense
Reimbursement
Boston Mutual Group Health
Insurance Plans
The Celtic Elite Health Plan
Celtic Small Group
Celtic Small Group PPO
Celtic One Life

Celtic Transition Coverage
The Monogram Series
Freedom Spirit
Freedom Spirit DDL
Employee Benefits for Small Groups
LTD For Small Groups
US Medical Passport
STM-Short Term Medical
The Sterling Series