

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UBS AG, Stamford Branch		10/01/2007	Connecticut licensed branch of a Swiss banking corporation: SWITZERLAND

RECEIVING PARTY DATA

Name:	Signature Health Alliance, Inc.
Street Address:	9009 Carothers Parkway
Internal Address:	Building B, Suite 501
City:	Franklin
State/Country:	TENNESSEE
Postal Code:	37067
Entity Type:	CORPORATION: TENNESSEE

Name:	NewQuest, LLC
Street Address:	9009 Carothers Parkway
Internal Address:	Building B, Suite 501
City:	Franklin
State/Country:	TENNESSEE
Postal Code:	37067
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS

Name:	HealthSpring, Inc.
Street Address:	9009 Carothers Parkway
Internal Address:	Building B, Suite 501
City:	Franklin
State/Country:	TENNESSEE
Postal Code:	37067
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3

900088516

**TRADEMARK
 REEL: 003633 FRAME: 0600**

CH \$90.00 2772756

Property Type	Number	Word Mark
Registration Number:	2772756	COMMUNITY PPO OF MIDDLE TENNESSEE
Registration Number:	2721573	HEALTHSPRING
Registration Number:	2724418	HEALTHSPRING CARES

CORRESPONDENCE DATA

Fax Number: (212)735-2000
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212-735-3000
Email: mmcguire@skadden.com
Correspondent Name: Skadden, Arps, Slate, Meagher & Flom
Address Line 1: Four Times Square
Address Line 2: Attn: Anita Sinha, Esq.
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	244139/1053
NAME OF SUBMITTER:	Anita Sinha
Signature:	/S. Anita Sinha/
Date:	10/04/2007

Total Attachments: 4
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of October 1, 2007 ("Effective Date") by UBS AG, Stamford Branch (the "Collateral Agent") in favor of Health Spring, Inc. a Delaware corporation, NewQuest, LLC, a Texas limited liability company and Signature Health Alliance, Inc., a Tennessee corporation (each individually a "Pledgor" and together the "Pledgors").

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of April 21, 2006, (the "Trademark Security Agreement;" each capitalized term used herein without definition shall have the meaning ascribed to such term in the Trademark Security Agreement), the Pledgors pledged and granted to Collateral Agent a lien on and security interest in and to all of its right, title and interest in, to and under the Pledged Collateral, including, without limitation, its Trademarks listed on Schedule I attached hereto, all Goodwill associated with such Trademarks and all Proceeds of any and all of the foregoing (other than Excluded Property) (collectively, the "Collateral") which security interest is recorded at Reel 003304 Frame 0598;

WHEREAS, the Pledgors have paid all of their outstanding indebtedness to the Collateral Agent secured by Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates the Trademark Security Agreement, and hereby terminates, cancels, re-pledges, reassigns and releases any and all collateral pledge, grant, assignment, lien on and security interests it has in and to the Collateral.

If and to the extent the Collateral Agent has acquired any right, title or interest in, to or under any of the Collateral, it hereby assigns and transfers such rights, title or interest to the Pledgors.

The Collateral Agent shall take all further actions, and provide to the Pledgors and each of their respective successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Pledgors, at Pledgors' sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

**UBS AG, STAMFORD BRANCH,
as Collateral Agent**

By: Mary E. Evans

Name: Mary E. Evans

Title: Associate Director

By: Irja R. Otsa

Name: Irja R. Otsa

Title: Associate Director

Acknowledged:

HEALTH SPRING, INC.
NEWQUEST, LLC
SIGNATURE HEALTH ALLIANCE, INC.

By: _____

Name:

Title:

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

**UBS AG, STAMFORD BRANCH,
as Collateral Agent**

By: _____

Name:

Title:

By: _____

Name:

Title:

Acknowledged:

HEALTH SPRING, INC.
NEWQUEST, LLC
SIGNATURE HEALTH ALLIANCE, INC.

By: 

Name: Kevin M. McNamara

Title: Executive Vice President, Chief
Financial Officer and Treasurer

Schedule A

TRADEMARKS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	COUNTRY / STATE	TRADEMARK
Signature Health Alliance, Inc.	2,772,756	U.S.	COMMUNITY PPO OF MIDDLE TENNESSEE
NewQuest, LLC	2,721,573	U.S.	HEALTHSPRING
NewQuest, LLC	2,724,418	U.S.	HEALTHSPRING CARES
Signature Health Alliance		Tennessee	SIGNATURE HEALTH ALLIANCE
Signature Health Alliance		Tennessee	SIGNATURE HEALTH ALLIANCE

Trademark Applications:

NONE.