

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Signature Health Alliance, Inc.		10/01/2007	CORPORATION: TENNESSEE
HealthSpring, Inc.		10/01/2007	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Goldman Sachs Credit Partners L.P.		
<b>Street Address:</b>	30 Hudson Street		
<b>Internal Address:</b>	17th Floor		
<b>City:</b>	Jersey City		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	07302		
<b>Entity Type:</b>	LIMITED PARTNERSHIP: BERMUDA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2772756	COMMUNITY PPO OF MIDDLE TENNESSEE	
<b>Registration Number:</b>	2721573	HEALTHSPRING	
<b>Registration Number:</b>	2724418	HEALTHSPRING CARES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)735-2000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-735-3000		
<b>Email:</b>	esakur@skadden.com		
<b>Correspondent Name:</b>	Skadden, Arps, Slate, Meagher & Flom		
<b>Address Line 1:</b>	Four Times Square		
<b>Address Line 2:</b>	Attn: Anita Sinha		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	244130/1053		

CH \$90.00 2772756

NAME OF SUBMITTER:	Anita Sinha
Signature:	/S. Anita Sinha/
Date:	10/18/2007
<b>Total Attachments: 6</b> source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of October 1, 2007 (as amended, restated or otherwise modified, the "**Trademark Security Agreement**"), between each of each of the signatories listed as grantors hereto (collectively, "**Grantors**") and **GOLDMAN SACHS CREDIT PARTNERS L.P.**, in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "**Collateral Agent**").

WITNESSETH:

WHEREAS, Grantors are party to a Pledge and Security Agreement dated as of October 1, 2007 (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 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, as security for the payment or performance of the Secured Obligations (as such term is defined in the Pledge and Security Agreement), 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, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all

Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, "**Trademarks**"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "**Trademark Licenses**").

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.

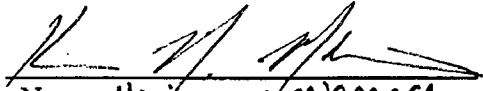
SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligations Law).

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]

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.

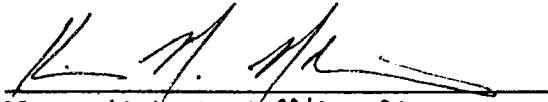
**HEALTHSPRING, INC.,**  
as Grantor

By:   
Name: Kevin M. McNamara  
Title: Executive Vice President, Chief  
Financial Officer and Treasurer

NEWQUEST, LLC

SIGNATURE HEALTH ALLIANCE,  
INC.

as Grantors

By: 

Name: Kevin M. McNamara

Title: Vice President, Chief Financial  
Officer and Treasurer


TRADEMARK

REEL: 003641 FRAME: 0903

Accepted and Agreed:

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

By:

  
Name: \_\_\_\_\_  
Title: **Walter A. Jackson**  
**Authorized Signatory**

*Signature Page to Trademark Security Agreement*

**Schedule I**

**Trademark Registrations:**

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>COUNTRY / STATE</b>	<b>TRADEMARK</b>
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

**Trademark Applications:**

NONE.

6570202.1