

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Healthplan Holdings, Inc.		09/30/2008	CORPORATION:
RECEIVING PARTY DATA			
Name:	SunTrust Bank, as administrative agent		
Street Address:	401 Commerce Street, 6th Floor		
City:	Nashville		
State/Country:	TENNESSEE		
Postal Code:	37219		
Entity Type:	commercial banking organization:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2858568	Q	
Registration Number:	2867459	PLATYPUS	
CORRESPONDENCE DATA			
Fax Number:	(404)881-4777		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-881-7000		
Email:	ann.jones@alston.com		
Correspondent Name:	Joseph Guillory		
Address Line 1:	Alston & Bird LLP		
Address Line 2:	1201 West Peachtree Street		
Address Line 4:	Atlanta, GEORGIA 30309-3424		
ATTORNEY DOCKET NUMBER:	1833/362747		
NAME OF SUBMITTER:	Joseph Guillory		
Signature:	/Joseph Guillory/		

OP \$65.00 2858568

Date:

10/13/2008

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of September 30, 2008, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of SunTrust Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the Issuing Bank (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 30, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among HPH Holdings Corp. ("Holdings"), HPH Acquisition Corp. ("Acquisition") HealthPlan Holdings, Inc. ("HealthPlan" and, together with Acquisition, the "Borrower"), the other Grantors, the Lenders and the Issuing Bank from time to time party thereto, Administrative Agent, and the other Persons party thereto from time to time, the Lenders and the Issuing Bank have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement 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 Lenders, the Issuing Bank and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the Issuing Bank to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

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

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

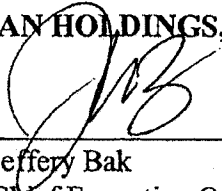
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

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., as a Grantor

By: 
Name: Jeffrey Bak
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

SUNTRUST BANK,
as Administrative Agent

By: _____
Name:
Title:


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., as a Grantor

By: _____
Name: Jeffery Bak
Title:

ACCEPTED AND AGREED
as of the date first above written:

SUNTRUST BANK,
as Administrative Agent

By: 
Name: William H. Crawford
Title: Director

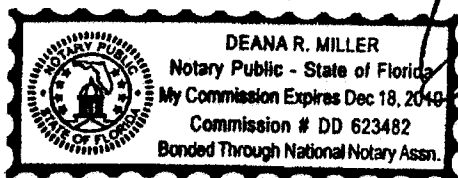
[Signature Page to Trademark Security Agreement]

ACKNOWLEDGMENT OF GRANTOR

STATE OF Florida)

COUNTY OF Hillsborough ss.

On this 29th day of September, 2008 before me personally appeared Jeffery W. Bak, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Health Care Holdings who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.




[Signature]
Notary Public

[Acknowledgement of Grantor for 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 SERVICES, INC., as a Grantor

By: 
Name: Jeffery Bak
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

SUNTRUST BANK,
as Administrative Agent

By: _____
Name:
Title:

[Signature Page to Trademark Security Agreement]

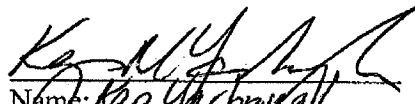
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

HEALTHPLAN SERVICES, INC., as a Grantor

By: _____
Name: Jeffery Bak
Title:

ACCEPTED AND AGREED
as of the date first above written:

SUNTRUST BANK,
as Administrative Agent

By: 
Name: Kap Yip
Title: Vice President

[Signature Page to Trademark Security Agreement]

ACKNOWLEDGMENT OF GRANTOR

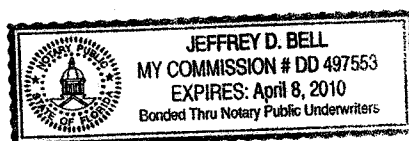
STATE OF Florida)

COUNTY OF Hillsborough)^{SS.}

On this 30th day of September, 2008 before me personally appeared Jeffery Bak, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Grantor, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.




Notary Public



SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

A. REGISTERED TRADEMARKS

Jurisdiction	Mark	Int'l Class/ Goods and Services	Application Ser. No./ Filing Date	Registration No. and Date	Status	Record Owner	Comments
US	Design mark 	35	76/448,597 9/11/2002	2,858,568 6/29/2004	Registered	HealthPlan Holdings, Inc.	Registered; Affidavit of use due 6/29/2010; Renewal due 6/29/2014.
US	Platypus	US	76/448,596 9/11/2002	2,867,459 7/27/2004	Registered	HealthPlan Holdings, Inc.	Registered; Affidavit of use due 7/27/2010; Renewal due 7/27/2014.
Florida	Plan Services	7, 9, 11, 16, 35, 36, 42		927531 8/18/1992	Registered	HealthPlan Services, Inc.	

B. TRADEMARK APPLICATIONS

None.

C. IP LICENSES

None.