

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
iHealth Technologies, Inc.		05/20/2010	CORPORATION: GEORGIA
Ecom PPO Advisors, LLC		05/20/2010	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SunTrust Bank, as Administrative Agent		
<b>Street Address:</b>	303 Peachtree Street		
<b>City:</b>	Atlanta		
<b>State/Country:</b>	GEORGIA		
<b>Postal Code:</b>	30308		
<b>Entity Type:</b>	CORPORATION: GEORGIA		
<b>PROPERTY NUMBERS Total: 20</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	77751062	INSPECTOR	
Serial Number:	85019902	PPO PERFORMANCE REPORT	
Registration Number:	2777040	THE ORIGINAL MANAGED CARE MANAGERS	
Registration Number:	2826723	ECOM PPO.COM	
Serial Number:	77511405	PPO REPORT CARD	
Serial Number:	77714622	ORIGIN	
Serial Number:	77714570	ECOM NAVIGATOR	
Registration Number:	3692314	F.E.E.P.S. WELLNESS	
Registration Number:	3716713	ECOM PPO ADVISORS THE SHORTEST DISTANCE BETWEEN YOU AND UNRIVALED PPO SAVINGS, ANALYSIS AND NETWORK ADMINISTRATION	
Serial Number:	77010332	WHITESPACE ELIMINATION	
Registration Number:	3614704	ECOM PPO ADVISORS	

CH \$515.00 77751062

**900162743**

**TRADEMARK  
 REEL: 004210 FRAME: 0519**

Serial Number:	77047379	MEMBER LEVEL MATCHING ANALYSIS
Registration Number:	3705725	MEMBER LEVEL MATCHING
Registration Number:	3416318	MEMBER LEVEL PPO MANAGEMENT
Registration Number:	3314935	MEMBER LEVEL PPO SELECTION
Registration Number:	2632388	ECOM
Registration Number:	3220093	WHITE SPACE ELIMINATION
Serial Number:	77047360	MEMBER LEVEL PPO ANALYSIS
Registration Number:	2926062	VIRTUAL PPO
Registration Number:	3132743	VIRTUAL PPO

**CORRESPONDENCE DATA**

Fax Number: (404)572-5128  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 404-572-3458  
Email: slake@kslaw.com  
Correspondent Name: Susan Lake  
Address Line 1: 1180 Peachtree Street  
Address Line 2: King & Spalding  
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	52990-015856
NAME OF SUBMITTER:	Susan Lake
Signature:	/Susan Lake/
Date:	05/21/2010

Total Attachments: 6  
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## Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of May 20, 2010, is made by the entity identified on the signature page hereto as the Grantor (the "Grantor"), in favor of SunTrust Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties and for the banks and other financial institutions (the "Lenders") from time to time parties to the Revolving Credit and Term Loan Agreement, dated as of May 20, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the lenders from time to time parties thereto, and the Administrative Agent.

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor 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, the Grantors is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the 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. The 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 the 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 (the "Trademark Collateral"):

- (i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (ii) all renewals and extensions of the foregoing;
- (iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) 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 the 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. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademarks 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.

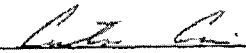
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of Georgia.

[SIGNATURE PAGES FOLLOW]


IN WITNESS WHEREOF, the 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.

Very truly yours,

iHEALTH TECHNOLOGIES, INC., as Grantor

By:   
Name: Curtis A. Cain  
Title: Chief Financial Officer, Secretary &  
Treasurer

ECOM PPO ADVISORS, LLC, as Grantor

By:   
Name: Curtis A. Cain  
Title: Chief Financial Officer, Secretary &  
Treasurer

ACCEPTED AND AGREED  
as of the date first above written:

SUNTRUST BANK,  
as Administrative Agent

By: \_\_\_\_\_  
Name: Ben Cumming  
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 004210 FRAME: 0523

IN WITNESS WHEREOF, the 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.

Very truly yours,

iHEALTH TECHNOLOGIES, INC., as Grantor


By: \_\_\_\_\_  
Name: Curtis A. Cain  
Title: Chief Financial Officer, Secretary &  
Treasurer

ECOM PPO ADVISORS, LLC, as Grantor

By: \_\_\_\_\_  
Name: Curtis A. Cain  
Title: Chief Financial Officer, Secretary &  
Treasurer

ACCEPTED AND AGREED  
as of the date first above written:

SUNTRUST BANK,  
as Administrative Agent

By:   
Name: Ben Cumming  
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

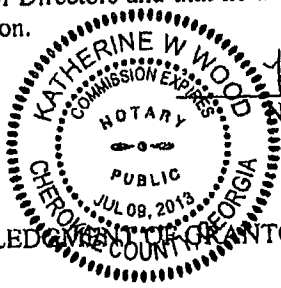
**TRADEMARK**  
**REEL: 004210 FRAME: 0524**

ACKNOWLEDGMENT OF GRANTOR

State of Georgia )  
County of DeKalb )

ss.

On this \_\_\_ day of May 2010 before me personally appeared Curtis A. Cain, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of iHealth Technologies, Inc., 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.



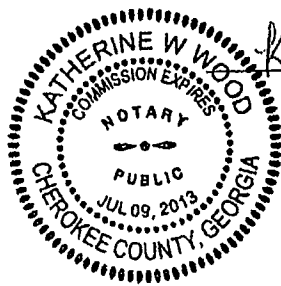
Katherine W Wood  
Notary Public

ACKNOWLEDGMENT OF GRANTOR

State of Georgia )  
County of DeKalb )

ss.

On this \_\_\_ day of May 2010 before me personally appeared Curtis A. Cain, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Ecom PPO Advisors, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its sole member and that he acknowledged said instrument to be the free act and deed of said company.



Katherine W Wood  
Notary Public

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

<b>TRADEMARK</b>	<b>OWNER</b>	<b>SERIAL/ REGISTRATION NO.</b>	<b>FILING/ REGISTRATION DATE</b>
INSPECTOR	iHealth Technologies, Inc.	77-751062	06/03/2009
PPO PERFORMANCE REPORT	Ecom PPO Advisors, LLC	85-019902	04/21/2010
THE ORIGINAL MANAGED CARE MANAGERS	Ecom PPO Advisors, LLC	2777040	10/21/2003
ECOM PPO.COM	Ecom PPO Advisors, LLC	2826723	03/23/2004
PPO REPORT CARD	Ecom PPO Advisors, LLC	77-511405	06/30/2008
ORIGIN	Ecom PPO Advisors, LLC	77-714622	04/15/2009
ECOM NAVIGATOR	Ecom PPO Advisors, LLC	77-714570	04/15/2009
F.E.E.P.S. WELLNESS	Ecom PPO Advisors, LLC	3692314	10/06/2009
ECOM PPO ADVISORS The Shortest Distance Between You and Unrivaled PPO Savings, Analysis and Network Administration	Ecom PPO Advisors, LLC	3716713	11/24/2009
WHITESPACE ELIMINATION	Ecom PPO Advisors, LLC	77-010332	09/29/2006
ECOM PPO ADVISORS	Ecom PPO Advisors, LLC	3614704	05/05/2009
MEMBER LEVEL MATCHING ANALYSIS	Ecom PPO Advisors, LLC	77-047379	11/19/2006
MEMBER LEVEL MATCHING	Ecom PPO Advisors, LLC	3705725	11/03/2009
MEMBER LEVEL PPO MANAGEMENT	Ecom PPO Advisors, LLC	3416318	04/22/2008
MEMBER LEVEL PPO SELECTION	Ecom PPO Advisors, LLC	3314935	10/16/2007
ECOM	Ecom PPO Advisors, LLC	2632388	10/08/2002
WHITE SPACE ELIMINATION	Ecom PPO Advisors, LLC	3220093	03/20/2007
MEMBER LEVEL PPO ANALYSIS	Ecom PPO Advisors, LLC	77-047360	11/19/2006
VIRTUAL PPO	Ecom PPO Advisors, LLC	2926062	02/08/2005
VIRTUAL PPO	Ecom PPO Advisors, LLC	3132743	08/22/2006

2. TRADEMARK APPLICATIONS

None.

3. TRADEMARK LICENSES

None.

[ANNEX 1 TO TRADEMARK SECURITY AGREEMENT]