

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
Social Service Coordinators, LLC		01/03/2011	LIMITED LIABILITY COMPANY: FLORIDA

RECEIVING PARTY DATA

Name:	SunTrust Bank, as Administrative Agent
Street Address:	303 Peachtree Street, 3rd Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3876836	
Registration Number:	3874116	EASE
Registration Number:	3805452	MEDICARE SAVINGS ADVANTAGE+
Registration Number:	3760008	
Registration Number:	3738362	RECERTIFICATION MANAGEMENT
Registration Number:	3735446	WELLNESS CONTINUITY
Registration Number:	3641504	PART D ASSIST
Registration Number:	3732968	SOCIAL SERVICE COORDINATORS
Registration Number:	3666641	GOLDEN TOUCH
Registration Number:	3669081	SOCIAL SERVICE CHECKUP
Serial Number:	85154437	CARES
Serial Number:	85154436	MEDICARE SAVINGS ADVANTAGE
Serial Number:	77891184	CARES COMMUNITY ASSISTANCE, REFERRAL AND ENROLLMENT SERVICES

CH \$365.00 3876836

Serial Number:

77662331

MEDICARE PATHWAYS

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, Paralegal

Address Line 1: 1180 Peachtree Street

Address Line 2: King & Spalding

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:

5299-015884

NAME OF SUBMITTER:

Susan Lake

Signature:

/Susan Lake/

Date:

01/03/2011

Total Attachments: 7

source=SSC TSA#page1.tif

source=SSC TSA#page2.tif

source=SSC TSA#page3.tif

source=SSC TSA#page4.tif

source=SSC TSA#page5.tif

source=SSC TSA#page6.tif

source=SSC TSA#page7.tif

Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of January 3, 2011, 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 December 31, 2010 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the several banks and other financial institutions and lenders from time to time parties thereto (the "Lenders"), 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 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, to the registered Trademarks and pending applications for Trademarks listed 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. 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 5. 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, 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,

SOCIAL SERVICE COORDINATORS, LLC


By: Bradley Sloan
Name: H. Bradley Sloan
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT (SSC)]

TRADEMARK
REEL: 004445 FRAME: 0749

ACCEPTED AND AGREED
as of the date first above written:

SUNTRUST BANK
as Administrative Agent

By: 
Name: **J Haynes Gentry, III**
Title: **Vice President**

[ACKNOWLEDGEMENT OF GRANTOR FOR TRADEMARK SECURITY AGREEMENT]

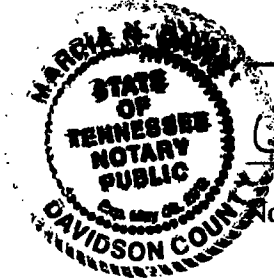
TRADEMARK
REEL: 004445 FRAME: 0750

ACKNOWLEDGMENT OF GRANTOR

State of Tennessee)
County of Davidson) SS.

On this 30 day of December, 2010 before me personally appeared H. Bradley Sloan, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Social Service Coordinators, LLC, 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 Sole Member and that he acknowledged said instrument to be the free act and deed of said corporation.

H. Bradley Sloan




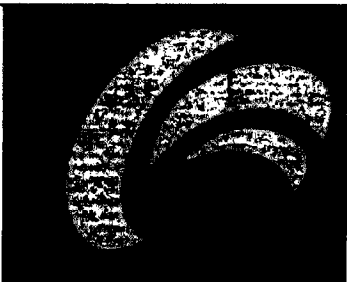
Margie S. Davis

Notary Public

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

Trademark	Serial No. Reg. No.	Filing Date Reg. Date	Status	Jurisdiction
	85007941	4/7/10	Registered	U.S.
	3876836	11/16/10		
EASE	77661163	2/2/09	Registered	U.S.
	3874116	11/9/10		
MEDICARE SAVINGS ADVANTAGE+	77662474	2/3/09	Registered	U.S.
		3805452		
	77662461	2/3/09	Registered	U.S.
		3760008		
RECERTIFICATION MANAGEMENT	77662526	2/3/09	Registered	U.S.
	3738362	1/12/10		
WELLNESS CONTINUITY	77662517	2/3/09	Registered	U.S.
	3735446	1/5/10		
PART D ASSIST	77662485	2/3/09	Registered	U.S.
	3641504	6/16/09		
SOCIAL SERVICE COORDINATORS	77662414	2/3/09	Registered	U.S.
	3732968	12/29/09		
GOLDEN TOUCH	77662393	2/3/09	Registered	U.S.
	3666641	8/11/09		
SOCIAL SERVICE CHECKUP	77662360	2/3/09	Registered	U.S.

	3669081	8/18/09		
--	---------	---------	--	--

2. TRADEMARK APPLICATIONS

Trademark	Serial No. Reg. No.	Filing Date Reg. Date	Status	Jurisdiction
CARES	85154437	10/17/10	Pending	U.S.
MEDICARE SAVINGS ADVANTAGE	85154436	10/17/10	Pending	U.S.
CARES COMMUNITY ASSISTANCE, REFERRAL AND ENROLLMENT SERVICES	77891184	12/11/09	Pending	U.S.
MEDICARE PATHWAYS	77662331	2/3/09	Pending	U.S.