

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 Services, Inc. | | 08/18/2011 | CORPORATION: FLORIDA |
| Administrative Services Holding Corp. | | 08/18/2011 | CORPORATION: DELAWARE |
| Administrative Services, Inc. | | 08/18/2011 | CORPORATION: FLORIDA |
| American Benefit Plan Administrators, Inc. | | 08/18/2011 | CORPORATION: CALIFORNIA |
| Healthplan Services Insurance Agency, Inc. | | 08/18/2011 | CORPORATION: MASSACHUSETTS |
| Gemgroup, Inc. | | 08/18/2011 | CORPORATION: PENNSYLVANIA |
| Harrington Health Services, Inc. | | 08/18/2011 | CORPORATION: DELAWARE |
| Zenith Holding Co., Inc. | | 08/18/2011 | CORPORATION: DELAWARE |
| Zenith Administrators, Inc. | | 08/18/2011 | CORPORATION: MARYLAND |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | Bank of America, N.A. |
| Street Address: | 135 South LaSalle Street |
| City: | Chicago |
| State/Country: | ILLINOIS |
| Postal Code: | 60603 |
| Entity Type: | National Banking Association: UNITED STATES |

PROPERTY NUMBERS Total: 9

| Property Type | Number | Word Mark |
|----------------------|---------|---------------|
| Registration Number: | 2513915 | DIAMOND-TRUST |
| Registration Number: | 2560948 | EMERALD-TRAC |
| Registration Number: | 2511552 | G |
| Registration Number: | 2511553 | GEMGROUP |
| Registration Number: | 2521638 | RUBY-PLUS |

CH \$240.00 2513915

| | | |
|----------------------|---------|-----------------------|
| Registration Number: | 2459158 | TOPAZ-DIRECT |
| Registration Number: | 3806082 | APEX |
| Registration Number: | 3887634 | ATLAS |
| Registration Number: | 1597781 | ZENITH ADMINISTRATORS |

CORRESPONDENCE DATA

Fax Number: (312)627-2302
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312.627.2508
Email: smckeon@dykema.com
Correspondent Name: Diana Y. Tsai
Address Line 1: 10 South Wacker Drive
Address Line 2: Suite 2300
Address Line 4: Chicago, ILLINOIS 60606

| | |
|-------------------------|-----------------|
| ATTORNEY DOCKET NUMBER: | 011485.1577 |
| NAME OF SUBMITTER: | Diana Y. Tsai |
| Signature: | /Diana Y. Tsai/ |
| Date: | 08/19/2011 |

Total Attachments: 12
source=Security Agreement#page1.tif
source=Security Agreement#page2.tif
source=Security Agreement#page3.tif
source=Security Agreement#page4.tif
source=Security Agreement#page5.tif
source=Security Agreement#page6.tif
source=Security Agreement#page7.tif
source=Security Agreement#page8.tif
source=Security Agreement#page9.tif
source=Security Agreement#page10.tif
source=Security Agreement#page11.tif
source=Security Agreement#page12.tif

**SHORT FORM
TRADEMARK SECURITY AGREEMENT**

THIS SHORT FORM TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") dated as of August 18, 2011, is by HEALTHPLAN SERVICES, INC., a Florida corporation, ADMINISTRATIVE SERVICES HOLDING CORP., a Delaware corporation, ADMINISTRATIVE SERVICES, INC., a Florida corporation, AMERICAN BENEFIT PLAN ADMINISTRATORS, INC., a California corporation, HEALTHPLAN SERVICES INSURANCE AGENCY, INC., a Massachusetts corporation, GEMGROUP, INC., a Pennsylvania corporation, HARRINGTON HEALTH SERVICES, INC., a Delaware corporation, ZENITH HOLDING CO., INC., a Delaware corporation, and ZENITH ADMINISTRATORS, INC., a Maryland corporation (collectively, the "Grantor"), in favor of BANK OF AMERICA, N.A., as Administrative Agent, for the benefit of itself, its successors and assigns, the Lenders, as defined below, and the L/C Issuer, as defined in the Credit Agreement referenced below (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS, HealthPlan Holdings, Inc., a Delaware corporation ("HPHI"), and Health Holdings, Inc., a Delaware corporation ("HHI"), and together with HPHI, collectively, the "Borrower", have entered into that certain Credit Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time and in effect, the "Credit Agreement") with the other "Loan Parties" (as defined therein), the lenders from time to time party thereto (collectively, the "Lenders") and Bank of America, N.A., as Administrative Agent and L/C Issuer, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor and the Administrative Agent entered into that certain Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

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

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders and the Administrative Agent to make their respective extensions of credit to the Borrower, the Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Unless otherwise defined herein, terms used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Indebtedness, hereby mortgages and pledges to the Administrative Agent and grants to the Administrative Agent a lien on and

security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

2.1 all of its trademarks, including, without limitation, those referred to on **Schedule 1** hereto;

2.2 all goodwill of the business connected with the use of, and symbolized by, each trademark; and

2.3 all rights to sue at law or in equity for any infringement or other impairment of the foregoing, including the right to receive all proceeds and damages thereof.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any U.S. intent-to-use trademark application for which a statement of use has not been filed with and duly accepted by the United States Patent and Trademark Office (but only until such statement is accepted by the United States Patent and Trademark Office).

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 Administrative Agent as set forth and pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms 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 Security Agreement. In the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

Section 4. Interpretive Provisions. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. Whenever the context so requires, the neuter gender includes the masculine and feminine, the single number includes the plural, and vice versa, and in particular the word "Grantor" shall be so construed.

Section 5. Termination. This Trademark Security Agreement shall terminate and the Lien on the security interest in the Trademark Collateral shall be released upon termination of the Aggregate Commitments and the payment and performance in full of all Indebtedness (other than contingent indemnity obligations) and the expiration or termination of all Letters of Credit (other than Letters of Credit as to which other arrangements satisfactory to the Administrative Agent and the L/C Issuer shall have been made). Upon the termination of this Trademark Security Agreement, the Administrative Agent, at Grantor's expense, shall execute all documents, make all filings and take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 6. 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.

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.

HEALTHPLAN SERVICES, INC.

By: _____
Name: Jeffery Bak
Title: Chief Executive Officer

ADMINISTRATIVE SERVICES HOLDING CORP.

By: _____
Name: Jeffery Bak
Title: Chief Executive Officer

ADMINISTRATIVE SERVICES, INC.

By: _____
Name: Jeffery Bak
Title: Chief Executive Officer

AMERICAN BENEFIT PLAN ADMINISTRATORS, INC.

By: _____
Name: Jeffery Bak
Title: Chief Executive Officer

HEALTHPLAN SERVICES INSURANCE AGENCY, INC.

By: _____
Name: Jeffery Bak
Title: Vice President

GEMGROUP, INC.

By: _____
Name: Jeffery Bak
Title: Chief Executive Officer

HARRINGTON HEALTH SERVICES, INC.

By: _____
Name: Jeffery Bak
Title: Chief Executive Officer

ZENITH HOLDING CO., INC.

By: _____
Name: Jeffery Bak
Title: Chief Executive Officer

ZENITH ADMINISTRATORS, INC.

By: _____
Name: Jeffery Bak
Title: Executive Vice President

Acknowledged:

BANK OF AMERICA, N.A., as
Administrative Agent

By: _____
Name: Charlene Wright-Jones
Title: Vice President

GEMGROUP, INC.

By: _____
Name: Jeffery Bak
Title: Chief Executive Officer

HARRINGTON HEALTH SERVICES, INC.

By: _____
Name: Jeffery Bak
Title: Chief Executive Officer

ZENITH HOLDING CO., INC.

By: _____
Name: Jeffery Bak
Title: Chief Executive Officer

ZENITH ADMINISTRATORS, INC.

By: _____
Name: _____
Title: _____

Acknowledged:

BANK OF AMERICA, N.A., as
Administrative Agent

By: Charlene Wright-Jones
Name: Charlene Wright-Jones
Title: Vice President

ACKNOWLEDGEMENT OF GRANTOR

STATE OF Florida)
)ss.
COUNTY OF Hillsborough

I Jeff Bell, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jeffery Bak, the Chief Executive Officer of HEALTHPLAN SERVICES, INC., a Florida corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18th day of August, 2011.


Notary Public

My Commission Expires: _____



STATE OF Florida)
)ss.
COUNTY OF Hillsborough

I Jeff Bell, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jeffery Bak, the Chief Executive Officer of ADMINISTRATIVE SERVICES HOLDING CORP., a Delaware corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18th day of August, 2011.


Notary Public

My Commission Expires: _____



TRADEMARK

REEL: 004608 FRAME: 0291

STATE OF Florida)
)ss.
COUNTY OF Hillsborough

I Jeff Bell, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jeffery Bak, the Vice President of HEALTHPLAN SERVICES INSURANCE AGENCY, INC., a Massachusetts corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18th day of August, 2011.



Notary Public

My Commission Expires: _____



STATE OF Florida)
)ss.
COUNTY OF Hillsborough

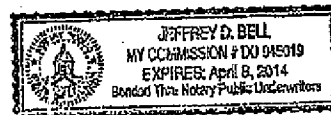
I Jeff Bell, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jeffery Bak, the Chief Executive Officer of GBMGROUP, INC., a Pennsylvania corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18th day of August, 2011.



Notary Public

My Commission Expires: _____



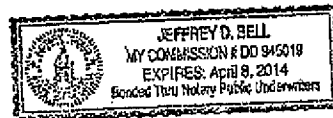
STATE OF Florida)
)ss.
COUNTY OF Hillsborough

I Jeff Bell, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jeffery Bak, the Chief Executive Officer of HARRINGTON HEALTH SERVICES, INC., a Delaware corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18th day of August, 2011.


Notary Public

My Commission Expires: _____



STATE OF Florida)
)ss.
COUNTY OF Hillsborough

I Jeff Bell, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jeffery Bak, the Chief Executive Officer of ZENITH HOLDING CO., INC., a Delaware corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18th day of August, 2011.


Notary Public

My Commission Expires: _____



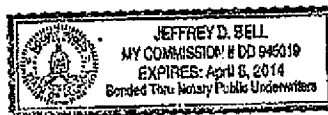
STATE OF Florida)
)ss.
COUNTY OF Hillsborough

I Jeff Bell, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jeffery Bak, the Chief Executive Officer of ADMINISTRATIVE SERVICES, INC., a Florida corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18th day of August, 2011.


Notary Public

My Commission Expires: _____



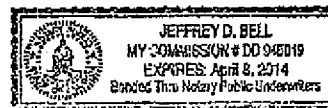
STATE OF Florida)
)ss.
COUNTY OF Hillsborough

I Jeff Bell, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jeffery Bak, the Chief Executive Officer of AMERICAN BENEFIT PLAN ADMINISTRATORS, INC., a California corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18th day of August, 2011.


Notary Public

My Commission Expires: _____



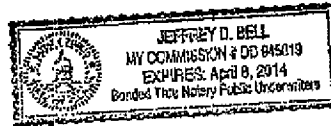
STATE OF Florida)
)ss.
COUNTY OF Hillsborough)

I Jeff Bell, a Notary Public in and for said County, in the State aforesaid,
DO HEREBY CERTIFY that Jeffery Bak, the Executive Vice President of
ZENITH ADMINISTRATORS, INC., a Maryland corporation, is personally known to me to be
the same person whose name is subscribed to the foregoing instrument, appeared before me this
day in person and acknowledged that he signed and delivered said instrument as his own free and
voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes
therein set forth.

GIVEN under my hand and Notarial Seal this 18th day of August, 2011.


Notary Public

My Commission Expires: _____



STATE OF _____)
)ss.
COUNTY OF _____)

I _____, a Notary Public in and for said County, in the State aforesaid,
DO HEREBY CERTIFY that Charlene Wright-Jones, a Vice President of BANK OF
AMERICA, N.A., a national banking association, as Administrative Agent, is personally known
to me to be the same person whose name is subscribed to the foregoing instrument, appeared
before me this day in person and acknowledged that she signed and delivered said instrument as
her own free and voluntary act, and as the free and voluntary act of said national banking
association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of August, 2011.

Notary Public

My Commission Expires: _____

STATE OF _____)
)ss.
COUNTY OF _____)

I _____, a Notary Public in and for said County, in the State aforesaid,
DO HEREBY CERTIFY that _____, the _____ of
ZENITH ADMINISTRATORS, INC., a Maryland corporation, is personally known to me to be
the same person whose name is subscribed to the foregoing instrument, appeared before me this
day in person and acknowledged that he signed and delivered said instrument as his own free and
voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes
therein set forth.

GIVEN under my hand and Notarial Seal this ____ day of August, 2011.

Notary Public

My Commission Expires: _____

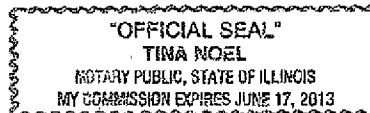
STATE OF Illinois)
)ss.
COUNTY OF Cook)

I Tina Noel, a Notary Public in and for said County, in the State aforesaid,
DO HEREBY CERTIFY that Charlene Wright-Jones, a Vice President of BANK OF
AMERICA, N.A., a national banking association, as Administrative Agent, is personally known
to me to be the same person whose name is subscribed to the foregoing instrument, appeared
before me this day in person and acknowledged that she signed and delivered said instrument as
her own free and voluntary act, and as the free and voluntary act of said national banking
association, for the uses and purposes therein set forth.


GIVEN under my hand and Notarial Seal this 15th day of August, 2011.

Tina Noel
Notary Public

My Commission Expires: June 17, 2013



**SCHEDULE I
TO
SHORT FORM TRADEMARK SECURITY AGREEMENT**

| Jurisdiction | Mark | Int'l Class/ Goods and Services | Application Ser. No./ Filing Date | Registration No. and Date | Status | Record Owner |
|--------------|--|---------------------------------------|---|------------------------------|------------|---------------------------------|
| Florida | Plan Services | 7, 9, 11, 16, 35, 36, 42 | | 927531 8/18/1992 | Registered | HealthPlan Services, Inc. |
| US | DIAMOND TRUST | 36 | 75782268 8/23/1999 | 2513915 12/4/2001 | Registered | GemGroup, Inc. |
| US | EMERALD-TRAC | 9 | 75781938 8/23/1999 | 2560948 4/16/2002 | Registered | GemGroup, Inc. |
| US | G Design  | 36 | 75781937 8/25/1999 | 2511552 11/27/2001 | Registered | GemGroup, Inc. |
| US | GEMGROUP | 36 | 75781958 8/23/1999 | 2511553 11/27/2001 | Registered | GemGroup, Inc. |
| US | RUBY-PLUS | 36 | 75782269 8/23/1999 | 2521638 12/25/2001 | Registered | GemGroup, Inc. |
| US | TOPAZ DIRECT | 36 | 75782008 8/23/1999 | 2459158 6/12/2001 | Registered | GemGroup, Inc. |
| Alabama | ADMINISTRATIVE SERVICES, LLC EMPLOYEE BENEFIT CONSULTANTS | 36 | | 109213 6/14/2004 | Registered | Administrative Services, LLC |
| Wisconsin | HARRINGTON BENEFIT SERVICES | 36 | | 11/25/1998 | Registered | HealthPlan Services, Inc. |
| Wisconsin | R.E. HARRINGTON | 36 | | 11/25/1998 | Registered | HealthPlan Services, Inc. |
| Oklahoma | PROHEALTH | 35, 42 | | 12006638 10/13/1986 | Registered | Prohealth, Inc. |
| US | Apex | 42 | 77830175 9/19/2009 | 3806082 6/22/2010 | Registered | Zenith Administrators, Inc. |
| US | Atlas | 42 | 77830200 9/18/2009 | 3887634 12/7/2010 | Registered | Zenith Administrators, Inc. |
| US | Zenith Administrators | 35, 36, 42 | 73805058 6/7/1989 | 1597781 5/22/1990 | Registered | Zenith Administrators, Inc. |

CHICAGO\3330664.1
ID\AL - 011485/1577

RECORDED: 08/19/2011

TRADEMARK
REEL: 004608 FRAME: 0297