

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.		08/18/2011	CORPORATION: DELAWARE
Health Holdings, Inc.		08/18/2011	CORPORATION: DELAWARE
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: 3			
Property Type	Number	Word Mark	
Registration Number:	2858568	Q	
Registration Number:	2867459	PLATYPUS	
Registration Number:	3660503		
CORRESPONDENCE DATA			
Fax Number:	(312)627-2302		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
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:	c, ILLINOIS 60606		
ATTORNEY DOCKET NUMBER:	011485.1577		
NAME OF SUBMITTER:	Diana Y. Tsai		

CH \$90.00 2858568

Signature:	/Diana Y. Tsai/
Date:	08/19/2011
Total Attachments: 7 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	

**SHORT FORM
TRADEMARK SECURITY AGREEMENT**

THIS SHORT FORM TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") dated as of August 18, 2011, is by HEALTHPLAN HOLDINGS, INC., a Delaware corporation ("HPHI"), and HEALTH HOLDINGS, INC., a Delaware corporation ("HHI", and together with HPHI, 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, Grantor has 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 Grantor;

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 Grantor, 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.


[Remainder of page intentionally left blank; 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.

HEALTHPLAN HOLDINGS, INC.

By: 
Name: Jeffrey Bak
Title: Chief Executive Officer

HEALTH HOLDINGS, INC.

By: 
Name: Jeffrey Bak
Title: Chief Executive Officer

Acknowledged:

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

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

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 HOLDINGS, INC.

By: _____

Name: Jeffery Bak

Title: Chief Executive Officer

HEALTH HOLDINGS, INC.

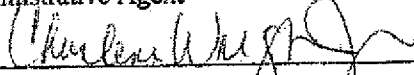
By: _____

Name: Jeffery Bak

Title: Chief Executive Officer

Acknowledged:

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

By: 

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 HOLDINGS, 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.

[Signature]
Notary Public

My Commission Expires: _____



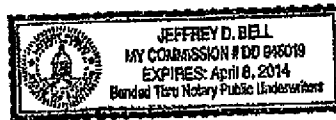
STATE OF Florida)
)ss.
COUNTY OF Hillsborough

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 HEALTH HOLDINGS, 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.

[Signature]
Notary Public

My Commission Expires: _____



STATE OF IL)
COUNTY OF COOK)ss.

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
US	Design mark 	35	76/448,597 9/11/2002	2,858,568 6/29/2004	Registered	HealthPlan Holdings, Inc.
US	Platypus	US	76/448,596 9/11/2002	2,867,459 7/27/2004	Registered	HealthPlan Holdings, Inc.
US	Design mark 	35	77633966 12/16/2008	3660503 7/28/2009	Registered	HealthPlan Holdings, Inc.

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ID\DYT - 011485/1577

RECORDED: 08/19/2011

TRADEMARK
REEL: 004608 FRAME: 0321