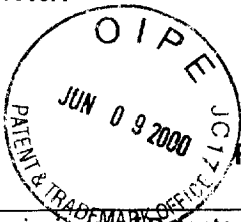


06-27-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101390210

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

6-9-00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- ☒ New
- ☐ Resubmission (Non-Recordation)
Document ID #
- ☐ Correction of PTO Error
Reel # Frame #
- ☐ Corrective Document
Reel # Frame #

Conveyance Type

- ☐ Assignment ☐ License
- ☒ Security Agreement ☐ Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- ☐ Merger
- ☐ Change of Name
- ☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

06/08/2000

Formerly

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association
- ☐ Other
- ☒ Citizenship/State of Incorporation/Organization

Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- ☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- ☐ Corporation ☒ Association
- ☐ Other

☒ Citizenship/State of Incorporation/Organization

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06/26/2000 06:07:11 000-0199 2020161

01 FD:481 40.00 UP
02 FD:482 200.00 UP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

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Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

☐ Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

75020161		

Registration Number(s)

1992585	1994628	1994627
2021233	1448815	1497027
1994629	1737055	

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed ☐

Deposit Account ☐

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes ☐

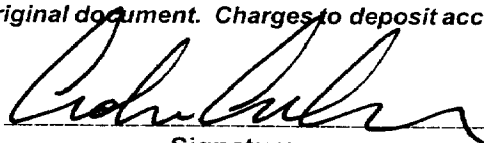
No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Andrew C. Ambruoso, Esq.

Name of Person Signing



Signature

06/08/2000

Date Signed

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, HEALTHPAN SERVICES, INC., a Florida corporation (**"Grantor"**), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, HealthPlan Services Corporation, a Delaware corporation (the **"Borrower"**), has entered into a Second Amended and Restated Credit Agreement dated as of June 8, 2000 (said Second Amended and Restated Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented, restated or otherwise modified from time to time, being the **"Credit Agreement"**) with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the **"Lenders"**), and First Union National Bank, as Administrative Agent for the Lenders (in such capacity, **"Secured Party"**) pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to restructure certain credit facilities of the Borrower; and

WHEREAS, the Borrower may from time to time enter, or may from time to time have entered, into one or more Hedging Agreements (collectively, the **"Lender Hedging Agreements"**) with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Hedging Agreements are entered into (in such capacity, collectively, **"Interest Rate Hedgers"**); and

WHEREAS, Grantor has executed and delivered that certain Second Amended and Restated Subsidiary Guaranty Agreement dated as of June 8, 2000 (said Second Amended and Restated Subsidiary Guaranty Agreement, as it may hereafter be amended, supplemented or otherwise modified from time to time, being the **"Subsidiary Guaranty Agreement"**) in favor of Secured Party for the benefit of Lenders and any Interest Rate Hedgers, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of the Borrower under the Credit Agreement and the other Loan Documents and all obligations of the Borrower under the Lender Hedging Agreements, including without limitation the obligation of the Borrower to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security and Second Amended and Restated Pledge Agreement dated as of June 8, 2000 (as amended, supplemented or otherwise modified from time to time, the **"Security and Pledge Agreement"**), among Grantor, Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security and Pledge Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the **"Trademark Collateral"**):

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks specifically identified in Schedule A) (collectively, the **"Trademarks"**), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified in Schedule A) (the **"Trademark Registrations"**), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the **"Trademark Rights"**), and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith (the **"Associated Goodwill"**); and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term **"proceeds"** includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include, and Grantor shall be not deemed to have granted a security interest in, any of Grantor's rights or interests in any license, contract or agreement to which Grantor is a party or any of its rights or interests thereunder to the extent, but only to the extent, that such a grant would, under the terms of such license, contract or agreement or otherwise, result in a breach of the terms of, or constitute a default under any license, contract or agreement to which Grantor is a party; provided, that immediately upon the ineffectiveness, lapse or termination of any such provision, the Trademark Collateral shall include, and Grantor shall be deemed to have granted a security interest in, all such rights and interests as if such provision had never been in effect.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security and Pledge Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 8th day of June, 2000.

HEALTHPLAN SERVICES, INC.

By: _____

Phillip S. Dingle
Treasurer, Secretary

SCHEDULE A**TO****GRANT OF TRADEMARK SECURITY INTEREST**

Trademarks/Service marks Owned by HealthPlan Services, Inc.:

Registered Owner	Description	Reg. Number	Reg. Date
HealthPlan Services, Inc.	CG Logo	1,992,585	8/13/96
HealthPlan Services, Inc.	Consolidated Health Review	2,021,233	12/3/96
HealthPlan Services, Inc.	Consolidated Group Your Benefits Partner	1,994,629	8/20/96
HealthPlan Services, Inc.	Consolidated Group Your Benefits Partner & Design	1,994,628	8/20/96
HealthPlan Services, Inc.	COST WATCH	1,448,815	7/21/87
HealthPlan Services, Inc.	EZService	1,737,055	12/1/92
HealthPlan Services, Inc.	PATH	75/020161	1/31/87
HealthPlan Services, Inc.	CGT and Design	1,497,027	7/19/88
HealthPlan Services, Inc.	Your Benefits Partner	1,994,627	8/20/96

06/08/00
2:54 PM**RECORDED: 06/09/2000****TRADEMARK
REEL: 002092 FRAME: 0784**