

05-17-2001



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002, Tab settings

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HEET -Y U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): 5-14-01 HealthScope Benefits, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State - Delaware [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: Firststar Bank N.A. Internal Address: 2nd Floor MAY 14 2001 Street Address: 30 N. Michigan Ave. City: Chicago State: IL Zip: 60602 [] Individual(s) citizenship [x] Association National Banking Assoc. [] General Partnership [] Limited Partnership [] Corporation-State [] Other If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [x] No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? [] Yes [x] No

3. Nature of conveyance: [] Assignment [] Merger [x] Security Agreement [] Change of Name [] Other Execution Date: February 28, 2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) 78-047, 637 74-348, 526 74-357, 381 B. Trademark Registration No.(s) 2,147,252 1,956,911 Additional number(s) attached [] Yes [x] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Anne K. Berg, Esq. Internal Address: c/o Schwartz, Cooper, Greenberger & Krauss Suite 2700 Street Address: 180 N. LaSalle Street City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: 5 7. Total fee (37 CFR 3.41).....\$ 140.00 [x] Enclosed [] Authorized to be charged to deposit account 8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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. Anne K. Berg Name of Person Signing [Signature] Signature 05/09/01 Date [11] Total number of pages including cover sheet, attachments, and document

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002296 FRAME: 0853

05/17/2001 MUELLER 0000000 78473 00.00 00.00 00.00

TRADEMARK SECURITY AGREEMENT

WHEREAS, HealthScope Benefits, Inc., a Delaware corporation ("Grantor"), with its principal place of business at 27 Corporate Hill Drive, Little Rock, Arkansas, 72205, owns the Trademark Collateral (as hereinafter defined) listed on Schedule 1 hereto; and

WHEREAS, Grantor and Firststar Bank N.A., a national banking association ("Grantee"), are parties to a Loan and Security Agreement dated as of February 28, 2001 (the same, as it may be amended, restated, modified or supplemented and in effect from time to time, being herein referred to as the "Loan Agreement"), providing for extensions of credit to be made to Grantor by Grantee; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee a security interest in substantially all of the assets of Grantor including, without limitation, all right, title and interest of Grantor in, to and under all now owned and hereafter acquired General Intangibles (as defined in the Loan Agreement), which includes without limitation all of Grantor's right, title and interest in and to the Trademark Collateral (as hereinafter defined);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired:

1. each trademark, trade name, trade style, service mark, logo, emblem, print and label, all elements of package or trade dress of goods, and all General Intangibles of like nature, together with the goodwill of Grantor's business connected with the use thereof and symbolized thereby, and all applications, registrations and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States or in any office of the Secretary of State (or equivalent) of any state thereof, or in any similar office or agency of any country or political subdivision thereof throughout the world, whether now owned or hereafter acquired by Grantor, together with all extensions, renewals and corrections thereof and all licenses thereof or pertaining thereto (all of the foregoing assets encompassed by the foregoing clause being hereinafter collectively referred to as the "Trademark Collateral"), including without limitation, the Trademark Collateral listed on Schedule 1 hereto; and
2. all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any of the Trademark Collateral including, without limitation, the Trademark Collateral referred to in Schedule 1 hereto, or (b) injury to the

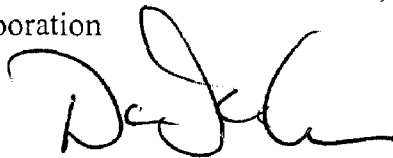
goodwill associated with any of the Trademark Collateral, including, without limitation, the Trademark Collateral referred to in Schedule 1 hereto.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Balance of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the 28th day of February, 2001.

HEALTHSCOPE BENEFITS, INC., a Delaware corporation

By: 
Name: Dan L. Parker
Title: President

Acknowledged this 28th day of February, 2001:

FIRSTAR BANK N.A., a national banking association

By: _____
Name: _____
Title: _____

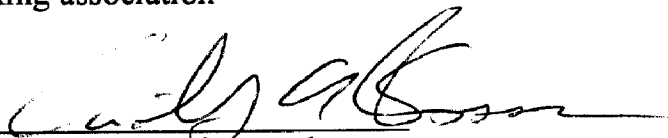
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the 28th day of February, 2001.

HEALTHSCOPE BENEFITS, INC., a Delaware corporation

By: _____
Name: _____
Title: _____

Acknowledged this 28th day of February, 2001:

FIRSTAR BANK N.A., a national banking association

By: 
Name: Timothy Fosse
Title: Vice President

STATE OF Arkansas)

COUNTY OF Pulaski)

SS.

On this 27th day of February, 2001, before me personally appeared the above-named Dan L. Parker, to me known, who being by me duly sworn according to law, on his/her oath stated that he/she is the President of HealthScope Benefits, Inc., a Delaware corporation, and acknowledged that he/she signed, sealed and delivered the foregoing instrument as the free and voluntary act and deed of said company.

Madine G. Roller
Notary Public

(Seal)

My commission expires:

1-10-2006

Schedule 1 - Trademark Collateral

United States Registrations

<u>Trademark</u>	<u>Registration No.</u>	<u>Date of Issue</u>
1. HEALTHSCOPE	2,147,252	3/31/98
2. INTEGRATED HEALTHCARE DELIVERY SYSTEM	1,956,911	2/13/96

State Registrations

<u>Mark</u>	<u>Registration No.</u>	<u>Date of Issue</u>	<u>State</u>
None			

Unregistered Marks

1. DCAS (Registration abandoned)

Pending Applications

<u>Mark</u>	<u>Registration No.</u>	<u>Date Filed</u>
1. HEALTHSCOPE BENEFITS	78-047,637	2/9/01
2. PCN	74-348,526	1/14/93
3. PCN PRIMARY CARE NETWORK (with design)	74-357,381	2/9/93

Licenses

1. See attached Schedule of Licenses.

HealthScope Benefits, Inc.
Software Licenses/Service Agreements

1. SAS Institute, Inc.: Master License Agreement for Institute software: annual, paid through September 14, 2001; not assignable and not transferable; contains confidential price terms. Data management software.
2. Ingenix, Inc.: Master Services and License Agreement: annual, paid through 5/25/01; can be assigned with consent; pricing terms confidential; data management and decision support products and services (Medical UCR Module and Anesthesia Module)

Product Description from Ingenix Web Site:

Employers, group health insurers, managed care organizations and many other specialty service companies rely on ways to manage their reimbursement risk and establish equitable fees, while controlling administrative costs. MDR and PHCS provide prevailing charge data for more than 95% of all current CPT™-4 codes for surgery, evaluation and management, medicine, radiology and laboratory procedures.

3. Cognos Corporation: PowerPlay and Impromptu license and support fees paid through November 28, 2001. Annual support fees thereafter.

Product Description from Web Site:

Cognos Impromptu and Impromptu Web Reports are the enterprise answer for database query and reporting. Report authors can quickly and easily create complete reporting applications using the powerful authoring capabilities of a Windows client. They then deploy these reports over the Web to any number of users inside or outside of the organization. This gives managers, production workers, supervisors, analysts, suppliers, and customers immediate insight.

Cognos PowerPlay is the award-winning solution for delivering a complete Business Performance Measurement (BPM) reporting and analysis environment for enterprise applications. PowerPlay gives decision-makers and knowledge workers inside and outside of the organization access to critical data to improve business performance. Explore and analyze data from any angle, in any combination—to quickly identify factors that are not readily found using any other method of analysis.

4. GeoAccess, Inc.: license and support fees paid through 8/15/01; Annual service fee; no assignment without consent.

Product Description from Web Site:

Our GeoNetworks software is the industry standard for analyzing and communicating the accessibility of managed care networks. Used by virtually every major managed care network and healthcare consulting firm in the nation, GeoNetworks combines an easy-to-use Windows interface with sophisticated analytical capabilities. It produces presentation-quality maps, graphs and tabular reports that are widely recognized as the industry's best for analyzing and communicating network accessibility.

GeoAccess offers a solution that makes printed provider directories more effective. DirectoryExpert delivers powerful database publishing tools for producing customized directories while significantly reducing production time and costs. Plus, DirectoryExpert directories are more useful because they are created with current provider data and contain information pertinent to your members or employees.

Precise geocoding of your data gives you the competitive edge when using GeoAccess products for network accessibility analyses, printed directories and call center referrals. GeoCoder is designed specifically for seamless integration with GeoAccess' managed care software products. The easy-to-use system assigns geographic coordinates – longitude and latitude – to street addresses, optimizing your data to provide the most precise analysis of member or employee access to network providers. Once addresses are geocoded, you can use them with all GeoAccess products.

5, HealthAxis.com, Inc.: monthly license and support fees based on number of covered lives or claims; no assignment without consent.

Product Description from Web Site:

Insur-Claims: A comprehensive paperless claims processing solution that features, auto adjudication and PPO repricing for third party administrators, insurers, and self-administered groups.

Insur-Admin: A comprehensive eligibility system that features IVR and Web enrollment, group and individual billing, COBRA, and Flexible Spending Accounts.

Insur-Web: An Internet engine that extends the functionality of current Healthaxis products or client's legacy systems by providing a secure, scaleable Internet interface.

Insur-Image: An imaging/OCR workflow solution that can be integrated with the Healthaxis claims processing system or any other claims processing system.

6. Erisco, Inc.: ClaimFacts and related programs; monthly charges based on claims, records and/or reports.

Product Description from Web Site:

ClaimFacts is an online health claims management system for medical, dental, short/long term disability and multiple option plans. ClaimFacts improves processing accuracy by automating functions, such as eligibility confirmation and benefit determination, using one-screen adjudication. In addition to the processing capabilities noted, ClaimFacts offers features such as clinical editing for billing overpayments and referral and gatekeeper processing for tracking referrals against claims processed. ClaimFacts also provides the ability to submit claims electronically for bulk batch processing through all adjudication edits and supports the EDI core transaction sets.

7. HBO & Company: license expires 12/31/02; cannot be assigned without consent.

Product Description from Web Site:

The Clinical Resource Management System (CRMS™) family of products provide an information infrastructure for reporting and analysis, provider profiling, provider network management and disease management. CRMS enables users to assemble, access and analyze information to manage the cost, quality and outcomes of patient care by: Tracking and communicating performance
Identifying opportunities for improvements
Prioritizing and evaluating the impact of initiatives

CRMS Fundamentals

Designed specifically for all types of health care organizations managing financial risk, Fundamentals generates per-member-per month (PMPM) and rates-per-1,000 reports. CRMS Fundamentals facilitates reporting and analysis of critical cost and utilization trend information. Traditional managed care statistics can be "sliced and diced" by more than a dozen variables including product lines, employers, providers, procedure groups, diagnoses, age and gender. With CRMS Fundamentals you will be able to:

- 1) Compare actual financial performance to budget,
- 2) Identify variations that impact the performance and,
- 3) Point to clinical practices where targeted intervention and/or education will improve the efficiency of your health care delivery system.

Episode Profiler

Analyzes the variations in approach providers use to manage disease. Differences in treatment are analyzed using episodes a consistent basis of comparison that takes into account all care a patient has received for an illness, including medical and pharmaceutical interventions. Episode Profiler will help you better determine

the services a patient has received, understand a physician's relative efficiency and case mix, compute the true cost of treating a patient and track referral patterns.

Quality Profiler

Helps promote quality of care across lines of business. Analyzes claims, encounter and membership against HEDIS and McKessonHBOC quality of care measures. Allows the user to pinpoint exactly where action is needed to improve patient care, actively implement prevention programs and achieve better outcomes.

8. Computer Technology Corporation (Cactus): License For Proprietary Software and Agreement for Related Customer Services: Second half of initial implementation fee still owed in amount of \$18,750; annual license fee after first year in amount of \$5,625.

Product Description from Web Site: CACTUS Software specializes in credentialing and provider contract management software for hospitals, Managed Care Organizations, provider networks and integrated delivery healthcare systems. CACTUS is installed in over 500 organizations worldwide. Visual CACTUS is a client/server application that streamlines the verification and credentialing process helping to meet NCQA, URAC and JCAHO standards.