

08-31-2001

ET
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Docket No.:
014951/0282



Tab settings

To the Honorable Commissioner of Pat

101830413

attached original documents or copy thereof.

1. Name of conveying party(ies):

FIRST UNION NATIONAL BANK

823-01

- Individual(s)
- General Partnership
- Corporation-State
- Other NATIONAL BANK

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other RELEASE OF SECURITY INTEREST
- Association
- Limited Partnership
- Merger
- Change of Name

Execution Date: JUNE 15, 2001

2. Name and address of receiving party(ies):

Name: HEALTHPLAN SERVICES, INC.

Internal Address: _____

Street Address: 3501 FRONTAGE ROAD

City: TAMPA State: FL ZIP: 33607

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State FLORIDA
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

NONE

B. Trademark Registration No.(s)

SEE
ATTACHED
SCHEDULE

Additional numbers Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: PAUL A. JUERGENSEN

Internal Address: SCHULTE ROTH & ZABEL LLP

Street Address: 919 THIRD AVENUE

City: NEW YORK State: NY ZIP: 10022

6. Total number of applications and registrations involved:.....

9

7. Total fee (37 CFR 3.41):.....\$ \$240.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

SCHULTE ROTH & ZABEL LLP -500675

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.

PAUL A. JUERGENSEN
Name of Person Signing

JUNE 28, 2001
Date

Total number of pages including cover sheet, attachments, and

6

TRADEMARK

SCHEDULE A

MARK	REGISTRATION NO.
CG Logo	1,992,585
CONSOLIDATED HEALTH REVIEW	2,021,233
CONSOLIDATED GROUP YOUR BENEFITS PARTNER	1,994,629
CONSOLIDATED GROUP YOUR BENEFITS PARTNER & Design	1,994,628
COST WATCH	1,448,815
EZSERVICE	1,737,055
PATH	2,124,738
CGT & Design	1,497,627
YOUR BENEFITS PARTNER	1,994,027

RELEASE OF TRADEMARK SECURITY INTEREST

This **RELEASE OF TRADEMARK SECURITY INTEREST** (the "Release") is made and effective as of the date indicated below and is granted by **FIRST UNION NATIONAL BANK**, as Administrative Agent ("Releasor"), in favor of **HEALTHPLAN SERVICES, INC.**, a Florida corporation ("Releasee").

WHEREAS, Releasee and Releasor and certain other parties entered into that certain Second Amended and Restated Credit Agreement dated as of June 8, 2000, as amended, replaced, superseded or otherwise modified from time to time (the "Credit Agreement");

WHEREAS, pursuant to the Credit Agreement, Releasee executed that certain Security and Second Amended and Restated Pledge Agreement (the "Security and Pledge Agreement"), and that certain Grant of Trademark Security Interest (the "Trademark Security Agreement"; together with the Security and Pledge Agreement, the "Security Agreement"), each dated as of June 8, 2000, as amended, replaced, superseded or otherwise modified from time to time in favor of Releasor, pursuant to which Releasee granted to Releasor a security interest in all of Releasee's right, title and interest in and to the following, in each case whether then owned or thereafter existing or in which Releasee then had or thereafter acquired 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, trade names, 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 Releasee, or thereafter adopted and used, in Releasee's business (including, without limitation, the trademarks specifically identified on Schedule A hereto) (collectively, the "Trademarks"), all registrations that have been or may thereafter be issued or applied for thereon in the United States or any state thereof and in foreign countries (including, without limitation, the registrations and applications specifically identified on Schedule A hereto)(the "Trademark Registrations"), all common law rights and other rights (but in no event any of the obligation) in and to the Trademarks in the United States and any state thereof and in foreign countries (the "Trademark Rights"), and all goodwill of Releasee'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 otherwise included, all payments under insurance (whether or not Releasor 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 the Trademark Security Agreement, the term "proceeds" included whatever was receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition was voluntary or involuntary;

WHEREAS, the Trademark Security Agreement was recorded at the United States Patent and Trademark Office at Reel 2092/Frame 0779-0784 on June 8, 2000;

TC1:462410

TRADEMARK
REEL: 002359 FRAME: 0190


WHEREAS, Releasee has requested that Releasor release and discharge fully its security interest in and to the Trademark Collateral; and

WHEREAS, Releasor is willing to release and discharge fully its security interest in and to the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Releasor, on behalf of itself, its successors, legal representatives and assigns, hereby releases and discharges fully its security interest in and to the Trademark Collateral, and all other right, title and interest in and to the Trademark Collateral conveyed to Releasor (if any) pursuant to the Security Agreement and/or the Credit Agreement, and Releasor reassigns any and all such right, title and interest that it may have in the Trademark Collateral (if any) to Releasee. Releasor further agrees to execute and deliver to Releasee any and all further documents or instruments and do any and all further acts which Releasee (or its agents or designees) reasonably requests in order to confirm this Release and Releasee's right, title and interest in and to the Trademark Collateral.

IN WITNESS WHEREOF, Releasor has caused this Release to be duly executed by its officer thereunto duly authorized as of the 15 day of June 2001.

FIRST UNION NATIONAL BANK,
as Administrative Agent

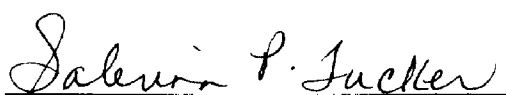
By: 
Matthew Berk
Director

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF North Carolina
COUNTY OF Mecklenburg

ss.:

On this 15 day of June 2001, before me, the undersigned, personally appeared Matthew Berk, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.


[NOTARY SEAL]

My Commission Expires December 29, 2003

SCHEDULE A

MARK	REGISTRATION NO.
CG Logo	1,992,585
CONSOLIDATED HEALTH REVIEW	2,021,233
CONSOLIDATED GROUP YOUR BENEFITS PARTNER	1,994,629
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TC1:462410

RECORDED: 08/23/2001

**TRADEMARK
REEL: 002359 FRAME: 0193**