

03-22-2002



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

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102028088

Tab settings

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

1. Name of conveying party(ies): PacifiCare Health Systems, Inc. 3-4-02
Individual(s) Association
General Partnership Limited Partnership
[X] Corporation-State
Other
Additional name(s) of conveying party(ies) attached? [X] Yes [] No

2. Name and Address of receiving party(ies)
Name: Bank of America, N.A.
Internal
Address: Fifth Floor
Street Address: 335 Madison Avenue
City: New York State: New York Zip: 10017
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State:
[X] Other National Association
If assignee is not domiciled in the United States, a domestic representative designation is attached: [] Yes [] 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: August 20, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) N/A
Additional number(s) attached [] Yes [X] No

B. Trademark Registration No.(s) 2,161,125; 2,243,444; 1,427,961:
Additional number(s) attached [] Yes [X] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Intellectual Property Docketing
Internal Address: SHEARMAN & STERLING
Street Address: 599 Lexington Avenue
City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 3
7. Total fee (37 CFR 3.41) \$ 90.00
[X] Enclosed
[X] Authorized to be charged to deposit account
8. If check is missing or otherwise insufficient, charge deposit account number: 50-0324
RECEIVED MAR - 4 2002
(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.
Keum A. Yoon
Name of Person Signing
Signature
February 22, 2002
Date
Total number of pages including cover sheet, attachments, and document: 13

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

03/21/2002 GT0M11 00000067 2161125

01 FC:481 40.00 DP
02 FC:482 50.00 DP

Continuation of Recordation Form Coversheet

Continuation of Box 1:

2. Name of conveying party(ies):

PacifiCare eHoldings, Inc.

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

3. Name of conveying party(ies):

Seniorco, Inc.

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

4. Name of conveying party(ies):

RxConnect Acquisition Corporation

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

5. Name of conveying party(ies):

Rx Solutions, Inc.

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

6. Name of conveying party(ies):

PacifiCare Behavioral Health, Inc.

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

7. Name of conveying party(ies):

Securehorizons USA, Inc.

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

8. Name of conveying party(ies):

PacifiCare Ventures, Inc.

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

No Addition Pages

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*IP Security Agreement*”) dated August 20, 2001, is made by the Persons listed on the signature pages hereof (collectively, the “*Grantors*”) in favor of Bank of America, N.A. (“*Bank of America*”), as collateral agent (the “*Collateral Agent*”) for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, PacifiCare Health Systems, Inc., a Delaware corporation, has entered into an Amended and Restated Credit Agreement dated as of August 20, 2001 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Credit Agreement*”), with Bank of America, as Administrative Agent, Bank of America, as Collateral Agent, and the Lender Parties party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances and the issuance of Letters of Credit by the Lender Parties under the Credit Agreement, each Grantor has executed and delivered that certain Non-Shared Collateral Security Agreement dated August 20, 2001 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the “*Security Agreement*”).

WHEREAS, under the terms of the Security Agreement, Grantors have granted a security interest in, among other property, certain intellectual property of the Grantors to the Collateral Agent for the ratable benefit of the Secured Parties, and have agreed as a condition thereof to execute this IP Security Agreement covering such intellectual property for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. Each Grantor hereby grants to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and to all of such Grantor’s right, title and interest in and to the following (the “*Collateral*”):

- (i) the United States, international, and foreign patents, patent applications and patent licenses set forth in Schedule A hereto (as such Schedule A may be supplemented from time to time by supplements to the Security Agreement and this IP Security Agreement, each such supplement being in substantially the form of Exhibit D to the Security Agreement (an “*IP Security Agreement Supplement*”), executed and delivered by such Grantor to the Collateral Agent from time to time), together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the “*Patents*”);
- (ii) the United States and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule B hereto (as such

Schedule B may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Collateral Agent from time to time) (the “*Trademarks*”);

- (iii) the copyrights, United States and foreign copyright registrations and applications and copyright licenses set forth in Schedule C hereto (as such Schedule C may be supplemented from time to time by IP Security Agreement Supplements executed and delivered by such Grantor to the Collateral Agent from time to time) (the “*Copyrights*”);
- (iv) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Patents, Trademarks and Copyrights, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and
- (v) any and all proceeds of the foregoing.

SECTION 2. Security for Obligations. The pledge and assignment of, and the grant of a security interest in, the Collateral by each Grantor under this IP Security Agreement secures the payment of all Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise.

SECTION 3. Recordation. Each Grantor authorizes and requests that the Register of Copyrights, the Commissioner of Patents and Trademarks and any other applicable government officer record this IP Security Agreement.

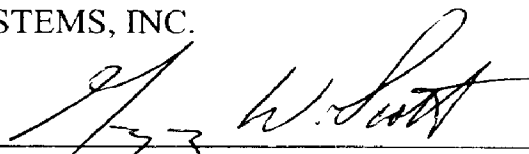
SECTION 4. Execution in Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PACIFICARE HEALTH
SYSTEMS, INC.

By 
Title: _____

Address for Notices:

3120 Lake Center Drive
Santa Ana, CA 92704

PACIFICARE eHOLDINGS, INC.

By _____
Title: _____

Address for Notices:

3120 Lake Center Drive
Santa Ana, CA 92704

SENIORCO, INC.

By _____
Title: _____

Address for Notices:

3120 Lake Center Drive
Santa Ana, CA 92704

RxCONNECT ACQUISITION
CORPORATION

By _____
Title: _____

Address for Notices:

3120 Lake Center Drive
Santa Ana, CA 92704

IN WITNESS WHEREOF, each Grantor has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

PACIFICARE HEALTH
SYSTEMS, INC.

By _____
Title:

Address for Notices:

3120 Lake Center Drive
Santa Ana, CA 92704

PACIFICARE eHOLDINGS, INC.

By Coy F Baugh
Title: Treasurer

Address for Notices:

3120 Lake Center Drive
Santa Ana, CA 92704

SENIORCO, INC.

By Coy F Baugh
Title: Treasurer

Address for Notices:

3120 Lake Center Drive
Santa Ana, CA 92704

RxCONNECT ACQUISITION
CORPORATION

By Coy F Baugh
Title: Treasurer

Address for Notices:

3120 Lake Center Drive
Santa Ana, CA 92704

Rx SOLUTIONS, INC.

By Coy F. Baugh
Title: Treasurer

Address for Notices:

3515 Harbor Boulevard
Costa Mesa, CA 92626

PACIFICARE BEHAVIORAL
HEALTH, INC.

By Coy F. Baugh
Title: Treasurer

Address for Notices:

23046 Avenida de la Carlotta #700
Laguna Hills, CA 92653

SECUREHORIZONS USA, INC.

By Coy F. Baugh
Title: Treasurer

Address for Notices:

3120 Lake Center Drive
Santa Ana, CA 92704

PACIFICARE VENTURES, INC.

By Coy F. Baugh
Title: Treasurer

Address for Notices:

5995 Plaza Drive
Cypress, CA 90630

Schedule B

Trademarks

State

Description	Registration Number	Registration Date	Expiration Date	Registrant	Service or Trademark	Status
SENIORFIT	76/208152	9-Feb-01		PHS	®	Pending
EXPRESS REFERRALS	2,161,125	26-May-98	26-May-08	PHS	®	Supplemental Register
PACIFICARE EXPRESS REFERRALS	2,243,444	4-May-99	4-May-09	PHS	SM	Pending
The design of the letter "P" in fanciful form enclosed within a modified circular boundary with flat bottom	1,427,961	3-Feb-87	3-Feb-07	PHS	®	Principal Register

STATE:

Description	Registered State	Registration Number	Registration Date	Expiration Date	Registrant	Service or Trademark	Status
SECURE HORIZONS	California	044570	2-May-95	2-May-05	PHS	SM	Registered
EXECU-FIT	California	044564	2-May-95	2-May-05	PHS	SM	Registered
PACIFICARE	California	044571	2-May-95	2-May-05	PHS	SM	Registered
SeniorFit Design- An upright figure with arms raised above head and legs apart as if doing exercise with dashes of lines around head indicating action	California	040827	16-Sep-92	16-Sep-02	PHS	SM	Registered
The word "PacifiCare" in block form	Oklahoma	28054	11-Jun-86	11-Jun-01	PHS	SM	Registered

Description	Registered State	Registration Number	Registration Date	Expiration Date	Registrant	Service or Trademark	Status
The word "PacifiCare" in block form	Texas	47127	28-Jan-87	28-Jan-07	PHS	SM	Registered
The word "PacifiCare" in block form	Washington	16241-R	14-Jan-86	12-Jan-02	PHS	SM	Registered
The design of the letter "P" in fanciful form enclosed within a modified circular boundary with a flat bottom together with the word "PACIFICARE"	Washington	16566-R	23-Jun-86	23-Jun-02	PHS	SM	Registered
The word "PacifiCare" in block form	Oregon	S-20908	17-May-96	17-May-06	PHS	SM	Registered

IP Security Agreement

RECORDED: 03/04/2002

TRADEMARK
REEL: 002466 FRAME: 0641