

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Interplan Health Group, Inc.		06/18/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Webster Bank, National Association, as Agent
Street Address:	185 Asylum Street
Internal Address:	CityPlace II
City:	Hartford
State/Country:	CONNECTICUT
Postal Code:	06103
Entity Type:	national banking association: UNITED STATES

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	2228226	SCRIPTONE
Registration Number:	2036678	AMERISCRIP
Registration Number:	2420250	DIRECTCARE AMERICA
Registration Number:	2439642	OHIO COMP NETWORK

CORRESPONDENCE DATA	
Fax Number:	(860)240-1002
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	860-240-1016
Email:	sspinelli@reidandriege.com
Correspondent Name:	Earl F. McMahon
Address Line 1:	One Financial Plaza
Address Line 2:	Reid and Riege, P.C.
Address Line 4:	Hartford, CONNECTICUT 06103

NAME OF SUBMITTER:	Sharon Spada Spinelli
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Total Attachments: 8

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**TRADEMARK
 REEL: 002897 FRAME: 0046**

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TRADEMARK SECURITY AGREEMENT

by

INTERPLAN HEALTH GROUP, INC.

in favor of

WEBSTER BANK, NATIONAL ASSOCIATION, AS AGENT

TRADEMARK SECURITY AGREEMENT

This Agreement made as of this 18th day of June, 2004, by and between **INTERPLAN HEALTH GROUP, INC.**, a Delaware corporation with a mailing address of 22 Waterville Road, Avon, Connecticut 06001 (the "**Borrower**") and **WEBSTER BANK, NATIONAL ASSOCIATION**, a national bank with an office at CityPlace II, 185 Asylum Street, Hartford, Connecticut 06103-3494, as agent for the lenders (in such capacity, together with its successors and assigns in such capacity, the "**Agent**") under that certain Loan and Security Agreement dated as of the 18th day of June, 2004, as the same may be amended from time to time (as so amended from time to time the "**Loan and Security Agreement**"), by and among Borrower, **IHG HOLDINGS, INC.**, a Delaware corporation with an office at 22 Waterville Road, Avon, Connecticut 06001 ("**Holdings**"), each of the entities which is a signatory thereto as a guarantor, each of the lenders which is a signatory thereto as a lender (individually, together with its successors and assigns, a "**Lender**" and collectively, the "**Lenders**") and Agent.

BACKGROUND

1. The Lenders are making Loans to Borrower in the aggregate principal amounts of \$27,000,000 and \$7,000,000 (the "**Loans**").
2. The Loans are being made pursuant to the Loan and Security Agreement.
3. As additional security for the Obligations of Borrower to the Lenders and Agent pursuant to the Loan and Security Agreement and the transactions contemplated thereby, Borrower is entering into this Agreement.
4. Capitalized terms that are used in this Agreement but not defined shall have the meanings set forth in the Loan and Security Agreement.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower agrees as follows:

AGREEMENTS

1. Incorporation of Loan and Security Agreement. The Loan and Security Agreement and the definitions and the terms and provisions thereof are incorporated herein in their entirety by this reference thereto.
2. Grant of Security Interest. To secure the complete and timely payment of all of the Obligations of the Borrower to Lenders and Agent now or hereafter existing from time to time, Borrower hereby pledges and grants to Agent a continuing first priority security interest in all of Borrower's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Collateral**"):

- a. all of its Trademarks to which it is a party including those referred to on Schedule 2a; hereto;
 - b. all reissues, continuations or extensions of the foregoing;
 - c. all goodwill of the business connected with the use of, and symbolized by each Trademark; and
 - d. all products and proceeds of the foregoing, including, without limitation, any claim by Borrower against third parties for past, present or future infringement or dilution of any Trademark and injury to the goodwill associated with any Trademark.
3. Representations and Warranties. Borrower represents and warrants that:
- a. Borrower owns and holds no patents or copyrights;
 - b. Borrower does not have any interest in, or title to, any Trademark except as set forth in Schedule 2a;
 - c. Borrower is the legal and beneficial owner of the Collateral free and clear of any lien, security interest, charge, assignment or encumbrance, except as described on Schedule 2a;
 - d. the Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;
 - e. each of the Trademarks is valid and enforceable;
 - f. no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;
 - g. Borrower has used, and will continue to use proper statutory notice in connection with its use of the Trademarks;
 - h. Borrower has used, and will continue to use consistent standards of quality in its manufacture of products sold under the Trademarks;
 - i. Borrower has the unqualified right to enter into this Agreement and perform its terms;
 - j. this Agreement has been duly executed and delivered to Agent by Borrower and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms;

k. this Agreement creates a valid and continuing lien on and, upon the filing hereof with the United States Patent and Trademark Office, perfected security interests in favor of Agent in all of Borrower's Trademarks and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Borrower;

l. upon filing of this Agreement with the United States Patent and Trademark Office and the filing of appropriate financing statements pursuant to the Loan and Security Agreement, all action necessary or desirable to protect and perfect Agent's lien on Borrower's Trademarks shall have been duly taken; and

m. the execution, delivery and/or performance by Borrower of this Agreement shall not, by the lapse of time, the giving of notice or otherwise, constitute a violation of any applicable law or a breach of any provision contained in its Certificate of Incorporation or Bylaws, or contained in any agreement, instrument or document to which it is now a party or by which it is bound, and no consent, approval, license or authorization of any governmental bureau or agency or of any other person is required to be obtained in connection therewith.

4. COVENANTS. Borrower covenants and agrees with Agent that from and after the date of this Agreement:

a. Borrower shall notify Agent immediately if it knows or has reason to know that any application or registration relating to any Trademark (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding Borrower's ownership of any Trademark, its right to register the same, or to keep and maintain the same, the effect of which will have a material adverse effect on Borrower's business operations or financial condition.

b. In no event shall Borrower, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Trademark with the United States Patent and Trademark Office or any similar office or agency without giving Agent prior written notice thereof, and, upon request of Agent, Borrower shall execute and deliver a supplement hereto (in form and substance satisfactory to Agent) to evidence Agent's lien on such Trademark, and the general intangibles of Borrower relating thereto or represented thereby.

c. Borrower shall have the duty to prosecute diligently any trademark applications pending as of the date of this Agreement, to preserve and maintain all rights in the trademarks, the registration of trademarks and trademark applications.

- d. In the event that any of the Collateral is infringed upon, or misappropriated or diluted by a third party, Borrower shall notify Agent promptly after Borrower learns thereof. Borrower shall, unless it shall reasonably determine that such Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Agent shall deem appropriate under the circumstances to protect such Collateral.
5. Security Agreement. All of Agent 's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan and Security Agreement, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently. Without limiting the foregoing, Borrower hereby acknowledges and affirms that this Agreement is executed in furtherance of, and supplementary to, the provisions in the Loan and Security Agreement, and that the rights and remedies of Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
6. Reinstatement. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Borrower for liquidation or reorganization, should Borrower become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Borrower's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.
7. Notices. Any written notice required or permitted by this Agreement may be delivered by depositing it in the U.S. mail, postage prepaid, return receipt requested, or by recognized overnight courier service, charges prepaid, or facsimile addressed to Borrower (Attention: Chief Financial Officer) or Agent (Attention: Elizabeth B. Shelley) at the addresses set forth at the beginning of this Agreement or such other address as may be provided from time to time by one party to the other parties
8. Counterparts. This Agreement may be executed in any number of separate counterparts by one or more of the parties hereto and all of the said counterparts taken together shall constitute one in the same instrument.

Remainder of Page Intentionally Left Blank
Signature Pages Follow

Trademark Security Agreement
Signature Page 1 of 1

IN WITNESS WHEREOF, Borrower has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Witnesses:

Earl F. McMahon
[Signature]

INTERPLAN HEALTH GROUP, INC.

By [Signature]
Steven L. Ditman
Chief Financial Officer


Earl F. McMahon
[Signature]

WEBSTER BANK, NATIONAL
ASSOCIATION, as Agent

By [Signature]
Elizabeth B. Shelley
Senior Vice President

STATE OF CONNECTICUT)
) ss.: Hartford
COUNTY OF HARTFORD)


The foregoing instrument was acknowledged before me this 18th day of June, 2004, by STEVEN L. DITMAN, the Chief Financial Officer of INTERPLAN HEALTH GROUP, INC., a corporation, on behalf of the corporation.



Sharon S. Spinelli
Notary Public
My Commission Expires: 10/31/06

STATE OF CONNECTICUT)
) ss.: Hartford
COUNTY OF HARTFORD)

The foregoing instrument was acknowledged before me this 18th day of June, 2004 by Elizabeth B. Shelley, a Senior Vice President of WEBSTER BANK, NATIONAL ASSOCIATION, a national bank, on behalf of the Bank, as Agent.



Sharon S. Spinelli
Notary Public
My Commission Expires: 10/31/06

SCHEDULE 2a

Trademarks

Scriptone - Reg. No. 2,228,226 (S/N 75417386)

Ameriscript - Reg. No. 2,036,678 (S/N 74733229)

DirectCare America - Reg. No. 2,420,250 (S/N 75710923)

Ohio Comp Network - Reg. No. 2,439,642 (S/N 75697218)

Superien Health Network