

01-22-2004



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

1. Name of conveying party(ies):
JPMorgan Chase Bank (formerly The Chase Manhattan Bank) "collateral agent"

1-16-04

- Individual(s)
- General Partnership
- Corporation-New York
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
- Assignment
 - Security Agreement
 - Other
 - Merger
 - Change of Name
 - Intellectual Property Termination and Release

Execution date: January 5, 2004

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

Magellan Health Services, Inc.

Internal Address:

Street Address: 6950 Columbia Gateway Drive

City: Columbia State: MD Zip: 21046

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

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 No

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

A. Trademark Application No.(s) See on Schedule I and Exhibit A

B. Trademark Registration No.(s) 1420389, 1397266, 1401510, 1467606, 2004828, 2016848, 2354272, 1737377, 2023622, 2228701, 2156915, 2077387, 2012748, 2190737 and others on Schedule I and Exhibit A

Additional number(s) attached Yes No

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

Name: Lindsay R. Stieber

Internal Address: Weil, Gotshal & Manges, LLP

Street Address: 767 5th Avenue

City: New York State: NY Zip: 10153

6. Total number of applications and registrations involved: 68

7. Total fee (37 CFR 3.41): \$ 1715.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 23-0800

(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.

Phyllis Eremitaggio
Name of Person Signing

Phyllis Eremitaggio
Signature

January 16, 2004
Date

1/21/2004 EC00PER 00000377 230800 1420389

Total number of pages including cover sheet, attachments, and document: 11

1 FC:8521 40.00 DA
2 FC:8522 1675.00 DA

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

INTELLECTUAL PROPERTY TERMINATION AND RELEASE

THIS INTELLECTUAL PROPERTY TERMINATION AND RELEASE (this "Agreement") dated as of January 5, 2004, is made by and among Magellan Health Services, Inc., a Delaware corporation (the "Company"), on behalf of itself and the Guarantors (together with the Company, the "Grantors"), and JPMorgan Chase Bank (formerly The Chase Manhattan Bank) ("Chase"), a New York banking corporation, as collateral agent for the Secured Parties (in such capacity, the "Collateral Agent"). Capitalized terms used herein, but otherwise not defined, shall have the meanings ascribed to them in the Credit Agreement (as defined below).

RECITALS

A. WHEREAS, the Company and Chase are parties to that certain Credit Agreement, dated as of February 12, 1998 (as amended, supplemented or otherwise modified to the date hereof, the "Credit Agreement"), by and among the Company, Charter Behavioral Health System of New Mexico, Inc., a New Mexico corporation, Merit Behavioral Care Corporation, a Delaware corporation (collectively, the "Borrowers"), the lenders from time to time party thereto (the "Lenders") and Chase, as administrative agent for the Lenders (in such capacity, the "Administrative Agent" and together with the Collateral Agent, the "Agent").

B. WHEREAS, in connection with the transactions contemplated by the Credit Agreement, each of the Grantors granted a security interest in (i) the trademarks and trademark licenses identified on Exhibit A attached hereto (collectively, the "Trademarks") and (ii) the copyrights and copyright licenses identified on Exhibit B attached hereto (collectively, the "Copyrights") to the Collateral Agent for the benefit of the Secured Parties, pursuant to that certain Security Agreement, dated as of February 12, 1998 (as amended, supplemented or otherwise modified to the date hereof, the "Security Agreement"), executed by each of the Grantors in favor of the Collateral Agent for the ratable benefit of the Secured Parties.

C. WHEREAS, in order to evidence the grant of security interests under the Security Agreement, the Borrower caused the due execution and delivery of, inter alia, certain filings in the United States Patent and Trademark Office (the "USPTO") and the United States Copyright Office (the "USCO").

D. WHEREAS, the security interests in the intellectual property under the Security Agreement were recorded with the USPTO and the USCO as set forth on Schedule 1 hereto.

E. WHEREAS, the Borrowers and the Agent have entered into that certain letter agreement dated as of the date hereof (the "Pay-off Agreement") whereby they have terminated their respective obligations under the Credit Agreement, the other Loan Documents and all documents and agreements delivered pursuant to the Credit Agreement or in connection therewith to the extent described therein.

F. WHEREAS, the Agent has agreed to terminate and release all security interests granted to or held by the Agent for the benefit of the Secured Parties as security for the Obligations under the Credit Agreement and the other Loan Documents.

G. WHEREAS, in order to evidence the release of the security interests granted in the intellectual property pursuant to the Security Agreement and filed with the USPTO and USCO, as the case may be, the Grantors have requested, and the Agent, on behalf of the Secured Parties, has agreed to execute and deliver this Agreement.

NOW THEREFORE, with intent to be legally bound hereby and for other good and valuable consideration, receipt of which is hereby acknowledged, each of the Grantors and the Agent hereby agree as follows:

SECTION 1. Termination, Release and Discharge. In furtherance of the releases granted pursuant to the Pay-off Agreement, the Agent agrees to terminate and release all security interests granted to or held by the Agent in the Trademarks and Copyrights, whether or not they have been recorded at any reel and frames, if any, as security for the Obligations under the Credit Agreement and the other Loan Documents. The Agent agrees that the Trademarks and Copyrights securing the Obligations are released and discharged (without recourse, representation or warranty) from the security interests granted pursuant to the Security Agreement and are reconveyed to the Grantors automatically and without further action by the Agent and the Agent will forthwith terminate any security interests granted in connection therewith.

SECTION 2. Representation and Warranty. Each of the parties hereto represents and warrants that it has the authority to execute and deliver this Agreement on its own behalf and, in the case of the Agent, on behalf of the Secured Parties.

SECTION 3. Effectiveness. This Agreement becomes effective when (i) all parties hereto have executed and delivered a counterpart hereof (including by way of facsimile or other electronic transmission) and (ii) the Pay-Off Agreement has become effective in accordance with its terms.

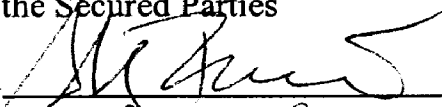
SECTION 4. Further Assurances. The Agent agrees that it shall, from time to time, at the expense of the Company, execute, acknowledge and deliver to each Grantor and its designees, successors or assigns such instruments, agreements, and other documents as such Grantor or its successors or assigns shall reasonably request in order to further evidence the releases and discharges described in Section 1 above.

SECTION 5. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the conflict of laws principles thereof.

SECTION 6. Counterparts. This Agreement may be executed in any number of counterparts (including by facsimile or other electronic transmission), each of which shall be an original, but all of which, taken together, shall constitute one and the same document.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first set forth above.

JPMORGAN CHASE BANK, as Collateral Agent
for the Secured Parties

By: 
Name: ABBY PARSONNET
Title: Vice President

MAGELLAN HEALTH SERVICES, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first set forth above.

JPMORGAN CHASE BANK, as Collateral Agent
for the Secured Parties

By: _____
Name: _____
Title: _____

MAGELLAN HEALTH SERVICES, INC.

By: Megan M. Arthur
Name: Megan M. Arthur
Title: Secretary

Schedule 1**Recordation Information**

<u>Grantor</u>	<u>Recordation Date</u>	<u>Reel/Frame</u>	<u>Application Number/Serial Number</u>	<u>Registration Number</u>	<u>Filing Office</u>
P.P.C., Inc.	01/03/2003	002642/0361	73565512 73565513 73565510 73655525	1420389 1397266 1401510 1467606	USPTO
Merit Behavioral Care Corporation	01/03/2003	002642/0221	74549447 74610648	2004828 2016848	USPTO
Green Spring Health Services, Inc.	01/03/2003	002642/0194	74651336 74264143 75022701	2354272 1737377 2023622	USPTO
Vivra Specialty Partners, Inc.	01/03/2003	002642/0334	75447922 75303221 75123198 74643535	2228701 2156915 2077387 2012748	USPTO
Magellan Health Services, Inc.	01/03/2003	002642/0305	75325487 75371357 75598244 75588724 75142266 75588701 75588700	2190737 2260471 2517926 2426114 2252289 2455912 2482955	USPTO
INROADS Behavioral Health Services of Texas, L.P.	01/03/2003	002642/0404	75336879 74691787	2288170 2058134	USPTO
Human Affairs International, Inc.	01/03/2003	002642/0278	75293477 75293538 75293537 75293486 75293574 74673713 75299541	2150941 2163965 2163964 2150942 2150943 2056650 2169507	USPTO
Group Plan Clinic Inc., d/b/a/ New Spirit	01/03/2003	002642/0248	73780642 73582996 73568996	1562789 1419545 1419545	USPTO
Magellan Behavioral Health, Inc.	01/02/2003	N/A		TXu975272 TXu975271	USCO
Magellan Specialty Health, Inc.	01/02/2003	N/A		TXu920712	USCO

Exhibit A**Trademarks**

Mark	Serial Number / Registration Number	Registration Date
ADVOCARE	2354272	6/6/00
BEHAVIORAL HEALTHCARE SOLUTIONS	2150941	4/14/98
BENESYS	1562789	10/24/89
CONTINUUM BEHAVIORAL HEALTHCARE	2004828	10/1/96
CORRECTIONAL BEHAVIORAL SOLUTIONS, INC.	2190737	9/22/98
DERMNET, INC.	2077387	7/8/97
(DESIGN ONLY)	2260471	7/13/99
(DESIGN ONLY)	2157926	12/11/01
(DESIGN ONLY)	2288170	10/19/99
(DESIGN ONLY)	2260471	7/13/99
(DESIGN ONLY)	2517926	12/11/01
(DESIGN ONLY)	2288170	10/19/99
DISABILITY PATHWAYS	2163965	6/9/98
DISABILITY TRANSITIONS	2163964	6/9/98
GREEN SPRING	1737377	12/1/92
GROUP PLAN (and design)	1419535	12/2/86
HEART ASSIST	2156915	5/12/98
HUMAN AFFAIRS INTERNATIONAL	2150942	4/14/98
HUMAN AFFAIRS INTL (Stylized)	2150943	4/14/98
HUMAN AFFAIRS INTL BEHAVIORAL HEALTHCARE SOLUTIONS	2056650	4/29/97
INROADS	2058134	4/29/97
INSIGHTS	2169507	6/30/98
MAGELLAN BEHAVIORAL HEALTH	2426114	2/6/01
MAGELLAN HEALTH SERVICES	2252289	6/15/99
MAGELLAN SPECIALTY HEALTH	2455912	5/29/01
MBC (and DESIGN)	2016848	11/19/1996
METROPOD	2012748	10/29/96
NEW SPIRIT	1419545	12/2/86
PERSONAL PERFORMANCE CONSULTANTS	1420389	12/9/86
PPC	1397226	6/10/86
PPC (Stylized)	1401510	7/15/86
PSYCHPLAN	1467606	12/1/87

PSYCHPLAN (stylized)	1467606	12/1/87
TAO	2023622	12/17/96
TRANSFORMING KNOWLEDGE RESULTS	2482955	8/28/01
VIVRA	2228701	3/2/99

Exhibit B**Copyrights**

Title	Registration Number	Registration Date
A Training Program	Txu920712	9/27/99
Treatment Request Form (TRP)	Txu975271	10/16/00
Practice guidelines and critical event pathways	TXu685434	04/14/95
Treatment planning	PA504820	08/06/90
Treatment planning library	TXu398049	12/18/89
Client services and clinical disaster recover plan	TXu638293	09/09/94
The primary care physician's practical office guidelines for the medical management of outpatient detoxification	TXu615008	01/11/94
Client services and clinical disaster recovery plan	TXu604227	10/06/93
Levels of care	TX3542394	05/04/93
Adult and adolescent intensive outpatient treatment criteria for substance abuse	TX3542393	05/04/93
Adult and adolescent partial hospital/day treatment criteria for substance abuse	TX3542392	05/04/93
Psychiatric criteria for residential treatment facilities (RTC) for children and adolescents	TX3464072	11/10/92
Green Spring Health Services, Inc., utilization management manual	TX3345782	06/04/92
Outpatient mental health and substance abuse authorization criteria	TX334578 1	06/04/92
Adult and adolescent psychiatric partial hospitalization criteria	TX3345780	06/04/92
Adult psychiatric hospitalization criteria	TX3345779	06/04/92
Hospitalization criteria for substance dependency (applies to psychiatric and acute general hospitals)	TX3345778	06/04/92
Child and adolescent psychiatric hospitalization criteria	TX3345777	06/04/92
Residential treatment criteria for substance abuse	TX3345776	06/04/92
Individual network provider core application	TX3339890	06/04/92
Card management model: clinical policies and procedures	TX333540 1	06/04/92
Criteria for admission and length of stay for alcohol/drug detoxification in an inpatient setting	TX3330776	06/04/92
Documentation for therapeutic leave of absence	TX3330775	06/04/92
Provide residential services for children who are emotionally and/or behaviorally disturbed	TX4325365	06/11/96
DecisionCare Database	Txu762764	10/07/96