01-30-2004

102657655

Form PTO-1594
1-31-92

U.S. DEPARTMENT OF COMMERCE
**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): 1-26-04
Magellan Health Services, Inc.

☐ Individuals
☐ General Partnership -
X Corporation-State - Delaware
☐ Other
☐ Association
☐ Limited Partnership

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

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

Name: Deutsche Bank AG

Internal Address: _____

Street Address: 60 Wall Street

City: New York State: NY ZIP: 10005

☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation- _____
X Other Collateral Agent

3. Nature of conveyance:

☐ Assignment
X Security Interest
☐ Other _____
☐ Merger
☐ Change of Name

Execution Date: January 5, 2004

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

A. Trademark Application No.(s): 76/488205, 76/503228

Trademark Registration No.(s)
2190737, 2260471, 2517926, 2426114, 2252289, 2455912, 2482955, 2777230

Additional numbers attached? ☐ Yes X No

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

Name: Meredith Schorr

Internal Address: c/o White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: New York ZIP: 10036

6. Total number of applications and registration involved: 10

7. Total fee (37 CFR 3.41): ..... $265.00

X Enclosed
X Authorized to be charged to deposit account

8. Deposit account number:

23-1705 (in event of deficiency)

(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.*

Meredith Schorr
Name of Person Signing

Meredith Schorr
Signature

1/26/04
Date

**Total number of pages comprising cover sheet:** 1

OMB No. 0651-0011 (exp. 4/94)

**Do not detach this portion**

Mail documents to be recorded with required cover sheet information to:

**Mail Stop Assignment Recordation Services**
**Director of US Patent and Trademark Office**
**PO Box 1450**
**Alexandria, VA 22313-1450**

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

01/29/2004 DBYRNE 00000098 2190737

01 FC:8521 40.00 OP
02 FC:8522 225.00 OP

NEWYORK 3323041 (2K)

OPR/FINANCE JAN 26 AM 8:20

GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Magellan Health Services, Inc., a Delaware corporation (the "Grantor") with principal offices at 6950 Columbia Gateway Drive, Columbia, Maryland, 21046, hereby grants to Deutsche Bank AG, New York Branch, as Collateral Agent, with principal offices at 60 Wall Street, New York, NY 10005 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS GRANT is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of January 5, 2004 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this

Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

**[Remainder of this page intentionally left blank; signature page follows]**

DEUTSCHE BANK AG, NEW YORK BRANCH,
as Collateral Agent and Grantee

By: _____
Name: Scottye Lindsey
Title: Vice President

By: _____
Name: Diane F. Rolfe
Title: Vice President

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the 5th day of January, 2004.

MAGELLAN HEALTH SERVICES, INC., Grantor

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

STATE OF New York )
) ss.:
COUNTY OF New York )

On this 5th day of January, 2004, before me personally came Megan M. Arthur who, being by me duly sworn, did state as follows: that [s]he is Secretary of Magellan Health Services, Inc., that [s]he is authorized to execute the foregoing Grant on behalf of said Corporation and that [s]he did so by authority of the Board of Directors of said Corporation.

Notary Public

Notary Public, State of New York
No. 01HE6073071
Qualified in New York County
Commission Expires April 15, 20[illegible]

NEWYORK 3620721 (2K)

STATE OF New York )
) ss:
COUNTY OF New York )

On this 5th day of January, 2004, before me personally came _____ Scottye Lindsey who, being by me duly sworn, did state as follows: that [s]he is Vice President of Deutsche Bank AG, New York Branch, that [s]he is authorized to execute the foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

Notary Public

AYESHA CIZMAZIJA
Notary Public, State of New York
No. 01CI6094117
Qualified in New York County
Commission Expires June 16, 2007

NEWYORK 3620721
(2K)

STATE OF New York )
) ss.:
COUNTY OF New York )

On this 5th day of January, 2004, before me personally came _____ Diane Rolfe who, being by me duly sworn, did state as follows: that [s]he is Vice President of Deutsche Bank AG, New York Branch, that [s]he is authorized to execute the foregoing Grant on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said corporation.

Notary Public

AYESHA CIZMAZIJA
Notary Public, State of New York
No. 01CI6094117
Qualified in New York County
Commission Expires June 16, 2007

SCHEDULE A

| MARK | REG. / SERIAL NO. | REG. / FILE DATE |
|---|---|---|
| MANAGING WITH CARE | 76/488,205 | 2/7/03 |
| TRUSTED SOLUTIONS TO LIFE'S CHALLENGES | 76/503,228 | 4/1/03 |
| CORRECTIONAL BEHAVIORAL SOLUTIONS, INC. | 2,190,737 | 9/22/98 |
| DESIGN ONLY | 2,260,471 | 7/13/99 |
| DESIGN ONLY | 2,517,926 | 12/11/01 |
| MAGELLAN BEHAVIORAL HEALTH | 2,426,114 | 2/6/01 |
| MAGELLAN HEALTH SERVICES | 2,252,289 | 6/15/99 |
| MAGELLAN SPECIALTY HEALTH | 2,455,912 | 5/29/01 |
| TRANSFORMING KNOWLEDGE INTO RESULTS | 2,482,955 | 8/28/01 |
| LIVING HEALTHY WORKING WELL | 2,777,230 | 10/28/03 |