

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇨ ⇨ ⇨	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
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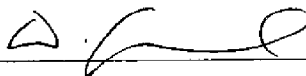
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): North American Benefits Network, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input checked="" type="checkbox"/> Corporation -- Ohio <input type="checkbox"/> Other -- Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: D.B. Zwirn Special Opportunities Fund, L.P. , in its capacity as Administrative Agent Internal Address: Street Address: 745 Fifth Avenue, 18th Floor City: New York State: NY Zip: 10151 <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input checked="" type="checkbox"/> Limited Partnership - Delaware <input type="checkbox"/> Corporation <input type="checkbox"/> Other: If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input type="checkbox"/> No
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other Execution Date: December 23, 2004	

4. Application number(s) or registration number(s): A. Trademark Application No.(s)	B. Trademark Registration No.(s) 2,755,239 2,755,334 1,570,223 Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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5. Name and address of party to whom correspondence concerning document should be mailed: Name: Daniel Angel, Esq. Internal Address: Schulte Roth & Zabel LLP <hr/> Street Address: 919 Third Avenue City: New York State: N.Y. Zip: 10022	6. Total number of applications and registrations involved: 3 7. Total fee (37 CFR 3.41)..... \$ 90 <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: No. 50-0675 -- Schulte Roth & Zabel LLP Order No. 017962/0030 (Attach duplicate copy of this page if paying by deposit account)
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DO NOT USE THIS SPACE

9. Statement and signature. <i>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.</i>		
Daniel Angel, Esq. Name of Person Signing	 Signature	January 4, 2005 Date
Total number of pages including cover sheet, attachments, and document:		

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

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Agreement**") made as of this 23rd day of December, 2004 by **NORTH AMERICAN BENEFITS NETWORK, INC.**, an Ohio corporation ("**Grantor**") in favor of **D.B. ZWIRN SPECIAL OPPORTUNITIES FUND, L.P.**, in its capacity as Administrative Agent for the Lenders party to the Credit Agreement described below ("**Grantee**");

W I T N E S S E T H

WHEREAS, pursuant to a certain Credit Agreement of even date hereof (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Credit Agreement**") among (i) North American Administrators, Inc., a New York corporation ("**NAA**"), (ii) B&H, Inc., an Ohio corporation ("**B&H**"), (iii) NA Management Corporation, an Ohio corporation ("**NAMC**"), (iv) E-V Benefits Management, Inc., an Ohio corporation ("**EV Benefits**"), (v) Grantor, (vi) North American Case Managers, Inc., an Ohio corporation ("**NACM**"), (vii) North American Health Plans, Inc., a Delaware corporation ("**NAHP**") and North American Health Care, Inc., a Delaware corporation ("**Holdings**") as additional "Borrowers" thereunder for the limited purposes contained therein (NAHP and Holdings in such capacities under the Credit Agreement, together with NAA, B&H, NAMC, EV Benefits, Grantor and NACM are each referred to herein as a "**Borrower**" and collectively as the "**Borrowers**"), (viii) Grantee and (ix) the financial institutions from time to time parties thereto as Lenders (the "**Lenders**"), Lenders have agreed, subject to the satisfaction of certain conditions precedent, to make Loans and other financial accommodations available to the Borrowers; and

WHEREAS, pursuant to the terms of a certain Security Agreement of even date herewith among Grantor, certain of Grantor's affiliates and Grantee (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all the Obligations (as such term is defined in the Credit Agreement);

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

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security

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Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created, acquired or arising:


(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

[Remainder of page intentionally left blank; signature page follows.]

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

**NORTH AMERICAN BENEFITS NETWORK,
INC.**

By: 
Its: _____

SCHEDULE A**TRADEMARK REGISTRATIONS**

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
NABN	2755239	August 26, 2003
Gateway Health Management	2755334	October 21, 2003
DenteMax	1570223	December 5, 1989

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
N/A		