TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	12/13/2004

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
PacifiCare Health Systems, Inc.		12/13/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	111 Fannin Street
Internal Address:	10th Floor
City:	Houston
State/Country:	TEXAS
Postal Code:	77002-8069
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 51

Property Type	Number	Word Mark
Registration Number:	2685553	ALERT
Serial Number:	76564314	CARING IS GOOD. DOING SOMETHING IS BETTER.
Serial Number:	76523244	DENTALSTRATEGIES
Serial Number:	76593014	DISEASE MANAGEMENT SOLUTIONS
Serial Number:	76544302	EVALUATE YOUR HEALTH
Serial Number:	76544304	EVALUE SU SALUD
Serial Number:	76544303	HEALTHCREDITS
Registration Number:	2798947	HEALTHY RENEWAL PASS
Serial Number:	75724475	HORIZONS
Serial Number:	75873140	HORIZONS
Serial Number:	76043986	HR EXPRESS
Registration Number:	2767874	LIFE STRATEGIES

CH $1290.00 2685553

Registration Number:	2766369	MEDEMORPHUS
Registration Number:	2779183	MEDEMORPHUS HEALTHCARE SOLUTIONS
Registration Number:	2693225	MORE THAN OUR NAME, IT'S OUR GOAL
Serial Number:	78360450	MYUNIONRX
Registration Number:	2671296	PACIFICARE
Serial Number:	76523806	PACIFICARE ADVANCED ANALYTIX
Serial Number:	76532350	PACIFICARE BEHAVIORAL HEALTH SIGNATUREVALUE
Serial Number:	76558400	PACIFICARE PERKS
Serial Number:	78417695	PACIFICARE SIGNATURE SAVINGS
Serial Number:	76470015	PACIFICARE SIGNATUREALTERNATIVES
Serial Number:	76469996	PACIFICARE SIGNATUREEXPRESS
Serial Number:	76469997	PACIFICARE SIGNATUREFREEDOM
Serial Number:	76469993	PACIFICARE SIGNATUREINDEPENDENCE
Serial Number:	76469999	PACIFICARE SIGNATUREOPTIONS
Serial Number:	76470003	PACIFICARE SIGNATUREPASS
Serial Number:	76469998	PACIFICARE SIGNATUREPOS
Serial Number:	76470014	PACIFICARE SIGNATUREVALUE
Serial Number:	76544143	PACIFICARE VIRTUAL HEALTH CLUB
Serial Number:	76183593	PAL
Serial Number:	76522494	PERSONAL ASSISTANT NETWORK
Serial Number:	76389570	PHARMACY BENEFIT INSIDER
Registration Number:	2644073	PRESCRIBING FOCUS
Registration Number:	2529340	QUALITY INDEX
Serial Number:	76402271	REAL-WORLD PROSPECTIVE OUTCOMES RESEARCH
Registration Number:	2614375	RX NEWS
Registration Number:	2832357	RX PRESCRIPTION SOLUTIONS
Registration Number:	2847841	RXSOLUTIONS
Registration Number:	2847829	RXSOLUTIONS
Serial Number:	75873139	SECURE HORIZONS
Registration Number:	2806841	SECUREHORIZONS
Serial Number:	76272483	SENIOR BUDDY
Serial Number:	76208152	SENIORFIT
Registration Number:	2752622	TAKING CHARGE OF ASTHMA
Registration Number:	2521668	TAKING CHARGE OF DEPRESSION
Registration Number:	2515113	TAKING CHARGE OF DEPRESSION

Registration Number:	2623787	WE'RE LISTENING
Registration Number:	2731174	WE'RE LISTENING
Registration Number:	2803806	WOMEN'S HEALTHSOLUTIONS
Serial Number:	76581438	SECUREADVANTAGE FROM PACIFICARE

CORRESPONDENCE DATA

Fax Number: (212)822-5423

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-530-5423

Email: jnici@milbank.com

Correspondent Name: Milbank, Tweed, Hadley & McCloy LLP

Address Line 1: One Chase Manhattan Plaza

Address Line 2: Rm. 4680

Address Line 4: New York, NEW YORK 10005-1413

NAME OF SUBMITTER:	Janis Nici
Signature:	/janis nici/
Date:	02/04/2005

Total Attachments: 17

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This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "***IP Security Agreement***") dated as of December 13, 2004, is made by the Persons listed on the signature pages hereof (collectively, the "***Grantors***") in favor of JPMorgan Chase Bank, N.A. ("***JPMCB***"), 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, and certain of its subsidiaries have entered into a Credit Agreement dated as of December 13, 2004 (as amended and restated, supplemented or otherwise modified from time to time, the "***Credit Agreement***"), with JPMCB, as Administrative Agent, the Collateral Agent, and the Lenders 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 Loans by the Lenders and the issuance of Letters of Credit by the Issuing Lenders under the Credit Agreement, each Grantor has executed and delivered that certain Security Agreement dated as of December 13, 2004 between the Grantors and 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, the 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 the Secured Obligations (as defined in the Security Agreement) of such Grantor now or hereafter existing, 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 law of the State of New York.

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

JPMORGAN CHASE BANK, N.A.,
as Collateral Agent

By _____
Name:
Title: GARY L. SPEVACK
VICE PRESIDENT

Address for Notices:

111 Fannin Street, 10th Floor
Houston, Texas 77002-8069
Attention of Sheila King
Telecopy No.: (713) 750-2782
Telephone No.: (713) 750-2242

with a copy to:

JPMorgan Chase Bank, N.A.
270 Park Avenue
New York, New York 10017
Attention: Dawn Leelum
Telecopy No.: (212) 270-3279
Telephone No.: (212) 270-2472

and

JPMorgan Chase Bank, N.A.
270 Park Avenue
New York, New York 10017
Attention: Lyette Proctor
Telecopy No.: (212) 270-5135
Telephone No.: (212) 270-1479

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.,
a Delaware corporation

By _____
Name: Michael A. Montevideo
Title: Vice President & Treasurer

Address for Notices:

5995 Plaza Drive
Cypress, California 90630

PACIFICARE HEALTH PLAN ADMINISTRATORS, INC.,
an Indiana corporation

By _____
Name: Michael A. Montevideo
Title: Treasurer

Address for Notices:

5995 Plaza Drive
Cypress, California 90630

PACIFICARE eHOLDINGS, INC.,
a California corporation

By _____
Name: Michael A. Montevideo
Title: Treasurer

Address for Notices:

5995 Plaza Drive
Cypress, California 90630

TRADEMARK
REEL: 003023 FRAME: 0022

SENIORCO, INC.,
a Delaware corporation

By _____
Name: Michael A. Montevideo
Title: Treasurer

Address for Notices:

5995 Plaza Drive
Cypress, California 90630

RxSOLUTIONS, INC.,
a California corporation

By _____
Name: Michael A. Montevideo
Title: Treasurer

Address for Notices:

3515 Harbor Boulevard
Costa Mesa, California 92626

PACIFICARE BEHAVIORAL HEALTH, INC.,
a Delaware corporation

By _____
Name: Michael A. Montevideo
Title: Assistant Treasurer

Address for Notices:

3120 Lake Center Drive
Santa Ana, CA 92704

Intellectual Property Security Agreement

SECUREHORIZONS USA, INC.,
a California corporation

By _____
Name: Michael A. Montevideo
Title: Treasurer

Address for Notices:

5995 Plaza Drive
Cypress, California 90630

PACIFICARE SOUTHWEST
OPERATIONS, INC.,
a Delaware corporation

By _____
Name: Michael A. Montevideo
Title: Vice President & Treasurer

Address for Notices:

6200 NW Parkway
San Antonio, Texas 78249

AMERICAN MEDICAL SECURITY
GROUP, INC.,
a Wisconsin corporation

By _____
Name: Samuel V. Miller
Title: Chairman, President & CEO

Address for Notices:

3100 AMS Boulevard
Green Bay, Wisconsin 54313

TRADEMARK
REEL: 003023 FRAME: 0024

SECUREHORIZONS USA, INC.,
a California corporation

By _____
Name: Michael A. Montevideo
Title: Treasurer

Address for Notices:

5995 Plaza Drive
Cypress, California 90630

PACIFICARE SOUTHWEST
OPERATIONS, INC.,
a Delaware corporation

By _____
Name: Michael A. Montevideo
Title: Vice President & Treasurer

Address for Notices:

6200 NW Parkway
San Antonio, Texas 78249

AMERICAN MEDICAL SECURITY
GROUP, INC.,
a Wisconsin corporation

By _____
Name: Samuel V. Miller
Title: Chairman, President & CEO

Address for Notices:

3100 AMS Boulevard
Green Bay, Wisconsin 54313

TRADEMARK
REEL: 003023 FRAME: 0025

Schedule A to the
IP Security Agreement

PATENTS

Grantor	Patents	Country	Applic. No.	Filing Date
PacifiCare Health Systems, Inc.	Quality Rating Tool for the HealthCare Industry	U.S.	10/086,557	02/22/2002
PacifiCare Health Systems, Inc.	Quality Rating Tool Hospitals	U.S.	10/729,223	12/04/2003

Schedule B to the
IP Security Agreement

FEDERAL TRADEMARKS

Grantor	Trademarks	Serial No.	Reg. No.	Filing Date	Reg. Date
PacifiCare Health Systems, Inc.	ALERT	76271432	2685553	06/13/2001	02/11/2003
PacifiCare Health Systems, Inc.	CARING IS GOOD. DOING SOMETHING IS BETTER	76564314	NA	11/24/2003	NA
PacifiCare Health Systems, Inc.	DENTALSTRATEGIES (stylized)	76523244	NA	06/11/2003	NA
PacifiCare Health Systems, Inc.	DISEASE MANAGEMENT SOLUTIONS	76593014	NA	05/19/2004	NA
PacifiCare Health Systems, Inc.	EVALUATE YOUR HEALTH	76544302	NA	09/11/2003	NA
PacifiCare Health Systems, Inc.	EVALUE SU SALUD	76544304	NA	09/11/2003	NA
PacifiCare Health Systems, Inc.	HEALTH CREDITS	76544303	NA	09/11/2003	NA
PacifiCare Health Systems, Inc.	HEALTH RENEWAL PASS	76432681	2798947	07/22/2002	12/23/2003
PacifiCare Health Systems, Inc.	HORIZONS[1]	75724475	NA	06/09/1999	NA
PacifiCare Health Systems, Inc.	HORIZONS[1]	75873140	NA	12/16/1999	NA
PacifiCare Health Systems, Inc.	HR EXPRESS	76043986	NA	05/09/2000	NA
PacifiCare Health Systems, Inc.	LIFE STRATEGIES	76389525	2767874	04/01/2002	09/23/2003
PacifiCare Health Systems, Inc.	MEDEMORPHUS	76405153	2766369	05/09/2002	09/23/2003
PacifiCare Health Systems, Inc.	MEDEMORPHUS HEALTHCARE SOLUTIONS	76426509	2779183	06/11/2000	11/04/2003
PacifiCare Health Systems, Inc.	MORE THAN OUR NAME, IT'S OUR GOAL	76419257	2693225	06/11/2002	03/04/2003
PacifiCare Health Systems, Inc.	MYUNIONRX	78360450	NA	01/30/2004	NA
PacifiCare Health Systems, Inc.	PACIFICARE	76253095	2671296	05/07/2001	01/07/2003
PacifiCare Health Systems,	PACIFICARE ADVANCED	76523806	NA	06/11/2003	NA

[1] Prosecution suspended due to opposition.

Inc.	ANALYTIX				
PacifiCare Health Systems, Inc.	PACIFICARE BEHAVIORAL HEALTH SIGNATURE VALUE	76532350	NA	07/25/2003	NA
PacifiCare Health Systems, Inc.	PACIFICARE PERKS	76558400	NA	10/27/2003	NA
PacifiCare Health Systems, Inc.	PACIFICARE SIGNATURE SAVINGS	78417695	NA	04/12/2004	NA
PacifiCare Health Systems, Inc.	PACIFICARE SIGNATUREALTERNATIVES	76470015	NA	11/25/2002	NA
PacifiCare Health Systems, Inc.	PACIFICARE SIGNATUREEXPRESS	76469996	NA	11/25/2002	NA
PacifiCare Health Systems, Inc.	PACIFICARE SIGNATUREFREEDOM	76469997	NA	11/25/2002	NA
PacifiCare Health Systems, Inc.	PACIFICARE SIGNATUREINDEPENDENCE	76469993	NA	11/25/2002	NA
PacifiCare Health Systems, Inc.	PACIFICARE SIGNATUREOPTIONS	76469999	NA	11/25/2002	NA
PacifiCare Health Systems, Inc.	PACIFICARE SIGNATUREPASS	76470003	NA	11/25/2002	NA
PacifiCare Health Systems, Inc.	PACIFICARE SIGNATUREPOS	76469998	NA	11/25/2002	NA
PacifiCare Health Systems, Inc.	PACIFICARE SIGNATUREVALUE	76470014	NA	11/25/2002	NA
PacifiCare Health Systems, Inc.	PACIFICARE VIRTUAL HEALTH CLUB	76544143	NA	09/11/2003	NA
PacifiCare Health Systems, Inc.	PAL	76183593	2606949	12/20/2000	08/13/2002
PacifiCare Health Systems, Inc.	PERSONAL ASSISTANT NETWORK	76522494	NA	06/13/2003	NA
PacifiCare Health Systems, Inc.	PHARMACY BENEFIT INSIDER	76389570	NA	03/29/2002	NA
PacifiCare Health Systems, Inc.	PRESCRIBING FOCUS	76183320	2644073	12/20/2000	10/29/2002
PacifiCare Health Systems, Inc.	QUALITY INDEX	76062874	2529340	06/06/2000	01/15/2002
PacifiCare Health Systems, Inc.	REAL-WORLD PROSPECTIVE OUTCOMES RESEARCH	76402271	NA	04/30/2002	NA
PacifiCare Health Systems, Inc.	RX NEWS	76183591	2614375	08/31/2000	09/03/2002
PacifiCare Health Systems, Inc.	RX PRESCRIPTION SOLUTIONS	76120652	2832357	08/31/2000	04/13/2004
PacifiCare Health Systems, Inc.	RX SOLUTIONS	76120653	2847841	08/31/2000	06/01/2004
PacifiCare Health Systems, Inc.	RX SOLUTIONS	76107232	2847829	08/09/2000	06/01/2004

PacifiCare Health Systems, Inc.	SECURE HORIZONS[2]	75873139	NA	12/16/1999	NA
PacifiCare Health Systems, Inc.	SECUREADVANTAGE FROM PACIFICARE (Stylized)	76470015	NA	11/25/2002	NA
PacifiCare Health Systems, Inc.	SECUREHORIZONS	75873138	2806841	12/16/1999	01/20/2004
PacifiCare Health Systems, Inc.	SENIOR BUDDY	76272483	NA	06/15/2001	NA
PacifiCare Health Systems, Inc.	SENIORFIT	76208152	NA	02/09/2001	NA
PacifiCare Health Systems, Inc.	TAKING CHARGE OF ASTHMA	76459401	2752622	10/15/2002	08/19/2003
PacifiCare Health Systems, Inc.	TAKING CHARGE OF DEPRESSION	75819876	2521668	10/12/1999	12/25/2001
PacifiCare Health Systems, Inc.	TAKING CHARGE OF DEPRESSION	76208827	2515113	02/12/2001	12/04/2001
PacifiCare Health Systems, Inc.	WE'RE LISTENING	76210833	2623787	02/14/2001	09/24/2002
PacifiCare Health Systems, Inc.	WE'RE LISTENING	76210832	2731174	02/14/2001	07/01/2003

[2] Prosecution suspended due to opposition.

PacifiCare Health Systems, Inc.	WOMEN'S HEALTHSOLUTIONS	76333090	2803806	11/01/2001	01/06/2004
American Medical Security Group, Inc.	AMS AGENT ESSENTIALS (Stylized)	78429709	NA	06/03/2004	NA
American Medical Security Group, Inc.	NURSE HEALTHLINE INC.	78134599	NA	04/29/2003	NA
American Medical Security Group, Inc.	WE'RE ALL ABOUT YOU	78233108	NA	06/29/2004	NA
American Medical Security Group, Inc.	MEDONE PLUS	78137668	2702728	01/07/2003	04/01/2003
American Medical Security Group, Inc.	GROUPDENTALCHOICE	75644098	2681504	06/11/2002	01/28/2003
American Medical Security Group, Inc.	COBRACARE	75623468	2619266	06/25/2002	09/17/2002
American Medical Security Group, Inc.	AMERICAN MEDICAL SECURITY	75001048	2056818	02/04/1997	04/29/1997
American Medical Security Group, Inc.	AMERICAN MEDICAL SECURITY R FOR GOOD HEALTH (Stylized)	73800358	1612329	09/04/1990	09/04/1990
American Medical Security Group, Inc.	AMERICAN MEDICAL SECURITY GROUP (Stylized)	76322487	2830470	10/29/2002	04/06/2004
American Medical Security Group, Inc.	CHERISHED MOMENTS	74541257	1968913	05/16/1995	04/16/1996
American Medical Security Group, Inc.	MEDONE SECURITY	78406196	NA	04/22/2004	NA
American Medical Security Group, Inc.	AMS CHOICES, DEFINED CONTRIBUTION AT WORK	78170156	2740614	04/29/2003	07/22/2003
American Medical Security Group, Inc.	TRAVEL CARE	76022406	2778868	08/12/2003	11/04/2003
American Medical Security Group, Inc.	AMERICAN MEDICAL SECURITY (Stylized)	76322485	2805428	10/29/2002	01/13/2004
American Medical Security Group, Inc.	ASSOCIATE ADVANTAGE HEALTH PLAN	76048325	2679531	11/5/2002	01/28/2003
American Medical Security Group, Inc.	AGENT ESSENTIALS (Stylized)	78429704	06/03/2004	NA	NA
American Medical Security Group, Inc.	AMS CHOICES	78296284	2862944	04/20/2004	07/13/2004
American Medical Security Group, Inc.	AMERICAN ACCESS	76234874	2575863	03/12/2002	06/04/2002
American Medical Security Group, Inc.	MEDONE CHOICE	76106004	2611610	06/04/2002	08/27/2002
American Medical Security Group, Inc.	IT'S YOUR CHOICE	75175344	2215696	10/13/1998	01/05/1999
American Medical Security Group, Inc.	MEDONE HSAVINGS (Stylized)	78371153	NA	02/20/2004	NA
American Medical Security Group, Inc.	AMS (Stylized)	76322913	2660784	03/12/2002	12/10/2002
American Medical Security	MEDONE	76106003	2616667	06/18/2002	09/10/2002

Group, Inc.					
American Medical Security Group, Inc.	AFFORDABLEONE	75911673	2622843	07/02/2002	09/24/2002
American Medical Security Group, Inc.	AMS HEALTH DISCOVERY CENTER (Stylized)	78380702	NA	03/09/2004	NA
American Medical Security Group, Inc.	AMS GROUPMED CHOICE (Stylized)	76119482	2577595	03/19/2002	06/11/2002
American Medical Security Group, Inc.	SECUREPREFERRED	75911672	2608554	05/28/2002	8/20/2002
American Medical Security Group, Inc.	GOOD HEALTH TRUST OF AMERICA	76095801	2660300	03/12/2002	12/10/2002
American Medical Security Group, Inc.	AFFORDABLE GROUP	76024041	2721851	04/16/2002	06/03/2003
American Medical Security Group, Inc.	HEALTHWRAP	75911651	2745607	01/21/2003	08/05/2003
American Medical Security Group, Inc.	AMERICAN MEDICAL SECURITY LIFE INSURANCE COMPANY (Stylized)	78442400	NA	06/28/2004	NA
American Medical Security Group, Inc.	AMS GROUPDENTAL CHOICE (Stylized)	76190290	2558472	01/15/2002	04/09/2002

State Trademarks

Grantor	Trademark	State	Reg. No	Reg. Date
PacifiCare Health Systems, Inc.	PACIFICARE	AZ	43842	03/15/2000
PacifiCare Health Systems, Inc.	PACIFICARE	CO	19991218812	11/22/1999
PacifiCare Health Systems, Inc.	PACIFICARE	NE	32280	08/26/1999
PacifiCare Behavioral Health, Inc.	PACIFICARE BEHAVIORAL HEALTH SPECTRUM	CA	056164	05/02/2002
PacifiCare Behavioral Health, Inc.	PACIFICARE BEHAVIORAL HEALTH SPECTRUM	OK	32337	05/02/2002
PacifiCare Behavioral Health, Inc.	PACIFICARE BEHAVIORAL HEALTH SPECTRUM	WA	030574	05/01/2002
PacifiCare Behavioral Health, Inc.	PACIFICARE BEHAVIORAL HEALTH SPECTRUM	NV	34726	05/09/2002
PacifiCare Behavioral Health, Inc.	PACIFICARE BEHAVIORAL HEALTH SPECTRUM	OR	535888	04/30/2002
PacifiCare Behavioral Health, Inc.	PACIFICARE BEHAVIORAL HEALTH SPECTRUM	AZ	46157	04/30/2002
PacifiCare Behavioral Health, Inc.	PACIFICARE BEHAVIORAL HEALTH SPECTRUM	CO	20021113388	04/30/2002
PacifiCare Health Systems, Inc.	SECUREHORIZONS	AZ	43841	03/15/2000
PacifiCare Health Systems, Inc.	SECURE HORIZONS	CO	19991157886	08/23/1999

PacifiCare Health Systems, Inc.	SECURE HORIZONS	NE	32281	08/26/1999

Foreign Trademarks

Grantor	Trademarks	Country	Reg. No.	Filing Date
PacifiCare Health Systems, Inc.	PacifiCare	Ireland	214374	08/11/1999

Trade Names

Grantor	Trade Name	State/County	Reg. No.	Issue Date
PacifiCare Behavioral Health, Inc.	Life Strategies	Arizona; Maricopa Co., and Pima Co.	2003-1465187 20032130613	10/21/2003 11/04/03
		California; Orange Co. Clerk/Recorder	20036962358	10/20/2003
		Colorado; Secretary of State	20031332673	10/21/2003
		Nevada; Clark Co.	No file number	10/20/2003
		Oklahoma; Secretary of State	2312020899	10/21/2003
		Pennsylvania; Dept of State, Corp. Bureau	3177513	10/17/2003
		Texas; Office of the Secretary of State	10319706	10/17/2003
		Washington State; Dept. of Licensing	601-605-795	10/20/2003
	PBH	Oregon; Secretary of State; all counties	778 427-80	9/14/2004
		Washington State; Dept. of Licensing	601-605-795	10/17/2000
	PacifiCare Behavioral Health Administrators	California; Orange Co. Clerk/Recorder	20036953600	08/01/2003
PacifiCare Health Plan Administrators, Inc.	Dental Strategies	Arizona; Maricopa Co.; Pima Co.	2003-0951734 20031480151	07/18/2003 08/01/2003
		California; Orange Co. Clerk/Recorder	20036951765	07/16/2003
		Colorado; Secretary of State	20031228555	07/16/2003
		Nevada; Clark Co.;	No file number	07/21/2003
		Washoe Co.	No file number	07/18/2003
		Oklahoma; Secretary of State	2300389426	07/15/2003
		Oregon; Secretary of State	160952-91	07/15/2003
		Pennsylvania; Department of State, Corporation Bureau	3156744	07/15/2003

		Texas; Office of the Secretary of State; and	5441406	07/15/2003
		Dallas County Clerk – for all counties	No file number	08/19/2003
		Washington State; Dept. of Licensing	600 611 339	07/16/2003
	PacifiCare Dental and Vision Administrators	Arizona; Maricopa Co.;	99-0546738	06/07/1999
		Pima Co.	19991110320	06/10/1999
		California; Orange Co. Clerk/Recorder	20046971573	01/20/2004
		Nevada; Clark Co.;	No file number	05/28/2004
		Washoe Co.	No file number	05/28/2004
		Oregon; Secretary of State; all counties	670424-82	12/26/2002
		Washington State; Dept. of Licensing	601611339	01/19/1999
	Covantage	Texas; Office of the Secretary of State;	54414-06	01/15/1999
		Dallas and	No file number	02/01/1999
		Travis County Clerks	No file number	02/11/1999
	PacifiCare Dental	Arizona; Maricopa Co.;	99-0546739	06/07/1999
		Pima Co.	19991110318	06/10/1999
		California; Orange Co. Clerk/Recorder	20046988237	06/02/2004
		Nevada; Clark Co.;	No file number	05/28/2004
		Washoe Co.	No file number	05/28/2004
	PacifiCare Dental Insurance Marketing	California; Orange Co. Clerk/Recorder	20046989647	06/14/2004
	PacifiCare Insurance Marketing	California; Orange Co. Clerk/Recorder	20046977199	03/04/2004
	PacifiCare Vision	Arizona; Maricopa Co.;	99-0546741	06/07/1999
		Pima Co.	19991110319	06/10/1999
		California; Orange Co. Clerk/Recorder	20046988237	06/02/2004
		Nevada; Clark Co.;	No file number	05/28/2004
		Washoe Co.	No file number	05/28/2004
RxSolutions, Inc.	Prescription Solutions	California; Orange Co. Clerk/Recorder	20006844788	10/25/2000
SeniorCo, Inc.	Senior.com	California; Orange Co. Clerk/Recorder	20006838022	08/22/2000

Senior.com Insurance Services	California; Orange Co. Clerk/Recorder	20006838022	08/22/2000
Seniorcom Insurance Services	California; Orange Co. Clerk/Recorder	20006838023	08/22/2000

Schedule C to the
IP Security Agreement

COPYRIGHTS

Grantor	Copyrights	Country	Reg. No.	Reg. Date
SeniorCo, Inc.	OnLine Community Management System	U.S.	TX5-053-913	06/26/1988
American Medical Security Group, Inc.	A summary of health insurance advertising regulations	U.S.	TXu-742-359	07/03/1996

Material Licenses

Grantor	Licenses	Title	Date	Parties
PacifiCare Health Systems, Inc.	License to Use Trademarks	License and Administrative Services Agreement	10/01/1998	Grantor and PacifiCare Life and Health Insurance Company
Secure Horizons USA, Inc.	License to Use Trademarks	Master License Agreement	10/01/1998	Grantor and PacifiCare Life and Health Insurance Company
RX Solutions, Inc.	License to Use Trademarks	Master License Agreement	10/01/1998	Grantor and PacifiCare Life and Health Insurance Company