

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Parker Group, Inc.		02/22/2005	CORPORATION: NEVADA
HealthSmart Preferred Care II, L.P.		02/22/2005	LIMITED PARTNERSHIP: TEXAS
ICON Benefit Administrators II, L.P.		02/22/2005	LIMITED PARTNERSHIP: TEXAS
Q-elements, Ltd.		02/22/2005	LIMITED PARTNERSHIP: TEXAS
Llano Corporate Services, Inc.		02/22/2005	CORPORATION: TEXAS
American Administrative Group, Inc.		02/22/2005	CORPORATION: ILLINOIS
AAG Benefit Plan Administrators, Inc.		02/22/2005	CORPORATION: ILLINOIS
Parker GP, LLC		02/22/2005	Limited Liability Company: TEXAS
Parker LP, LLC		02/22/2005	Limited Liability Company: NEVADA
CareVu Corporation		02/22/2005	CORPORATION: TEXAS
CareATC Texas, L.P.		02/22/2005	LIMITED PARTNERSHIP: TEXAS
Q-elements Management Services, L.L.C.		02/22/2005	Limited Liability Company: TEXAS
Insurance Marketing Resources, Inc.		02/22/2005	CORPORATION: TEXAS
Plan Management Group, Inc.		02/22/2005	CORPORATION: ILLINOIS
Insurdata Marketing Services, LLC		02/22/2005	Limited Liability Company: TEXAS

RECEIVING PARTY DATA

Name:	Chatham Capital Management II, LLC, as Agent
Street Address:	100 Galleria Parkway
City:	Atlanta
State/Country:	GEORGIA

OP \$165.00 2325113

Postal Code:	30339
Entity Type:	Limited Liability Company: GEORGIA

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2325113	HEALTHSMART PREFERRED CARE, INC.
Registration Number:	2325112	HEALTHSMART PREFERRED CARE, INC.
Registration Number:	2208419	
Registration Number:	2479995	SMARTACCESS
Serial Number:	76116977	SMARTCARE
Serial Number:	78362737	TOTAL ACCESS

CORRESPONDENCE DATA

Fax Number: (312)993-9767
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312) 876-6557
Email: christina.mcclure@lw.com
Correspondent Name: Christina McClure
Address Line 1: 233 S Wacker Drive, Ste. 5800
Address Line 2: Latham & Watkins
Address Line 4: Chicago, ILLINOIS 60606-6401

NAME OF SUBMITTER:	Christina McClure
Signature:	/Christina McClure/
Date:	03/09/2005

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of February 22, 2005, is entered into by and among THE PARKER GROUP, INC., a Nevada corporation ("Parker Group"), HEALTHSMART PREFERRED CARE II, L.P., a Texas limited partnership ("HealthSmart"), ICON BENEFIT ADMINISTRATORS II, L.P., a Texas limited partnership ("ICON"), Q-ELEMENTS, LTD., a Texas limited partnership ("Q-Elements"), LLANO CORPORATE SERVICES, INC., a Texas corporation ("Llano"), AMERICAN ADMINISTRATIVE GROUP, INC., an Illinois corporation ("AAG"), AAG BENEFIT PLAN ADMINISTRATORS, INC., an Illinois corporation ("AAG Benefit"), PARKER GP, LLC, a Texas limited liability company ("Parker GP"), PARKER LP, LLC, a Nevada limited liability company ("Parker LP"), CAREVU CORPORATION, a Texas corporation ("CareVu"), CARE ATC TEXAS, L.P., a Texas limited partnership ("CareATC"), Q-ELEMENTS MANAGEMENT SERVICES, L.L.C., a Texas limited liability company ("QM"), INSURANCE MARKETING RESOURCES, INC., a Texas corporation ("IMR"), PLAN MANAGEMENT GROUP, Inc., an Illinois corporation ("PMG") and INSURDATA MARKETING SERVICES, LLC, a Texas limited liability company ("IMS") (Parker Group, HealthSmart, ICON, Q-Elements, Llano, AAG, AAG Benefit, Parker GP, Parker LP, CareVu, CareATC, QM, IMR, PMG and IMS are sometimes collectively referred to herein as the "Grantors" and individually as a "Grantor") in favor of CHATHAM CAPITAL MANAGEMENT II, LLC, a Georgia limited liability company, as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantors, Agent and Lenders (including all annexes, exhibits and schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans for the benefit of Grantors and any other Borrowers party thereto;

WHEREAS, Agent and Lenders are willing to make the Loans as provided for in the Credit Agreement, but only upon the condition, among others, that each Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, each Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I 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 each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Signature Pages Follow]

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

THE PARKER GROUP, INC.

By: Ted L. Parker
Name: Ted L. Parker
Title: Chairman and President

HEALTHSMART PREFERRED CARE II, L.P.

By: Parker GP, LLC
Its: General Partner

By: Ted L. Parker
Name: Ted L. Parker
Title: Chairman and President

ICON BENEFIT ADMINISTRATORS II, L.P.

By: Parker GP, LLC
Its: General Partner

By: Ted L. Parker
Name: Ted L. Parker
Title: Chairman and President

Q-ELEMENTS, LTD.

By: Q-elements Management Services, L.L.C.
Its: General Partner

By: Ted L. Parker
Name: Ted L. Parker
Title: Chairman and President

LLANO CORPORATE SERVICES, INC.

By: Ted L. Parker
Name: Ted L. Parker
Title: Chairman and President

AMERICAN ADMINISTRATIVE GROUP, INC.

By: Ted L. Parker
Name: Ted L. Parker
Title: Chairman and President

AAG BENEFIT PLAN ADMINISTRATORS,
INC.

By: Ted L. Parker
Name: Ted L. Parker
Title: Chairman and President

PARKER GP, LLC

By: Ted L. Parker
Name: Ted L. Parker
Title: Chairman and President

PARKER LP, LLC

By: _____
Richard Gilmore, Sole Manager

LLANO CORPORATE SERVICES, INC.

By: _____

Name: Ted L. Parker

Title: Chairman and President

AMERICAN ADMINISTRATIVE GROUP, INC.

By: _____

Name: Ted L. Parker

Title: Chairman and President

AAG BENEFIT PLAN ADMINISTRATORS,
INC.

By: _____

Name: Ted L. Parker

Title: Chairman and President

PARKER GP, LLC

By: _____

Name: Ted L. Parker

Title: Chairman and President

PARKER LP, LLC

By:  _____

Richard Gilmore, Sole Manager

Q-ELEMENTS MANAGEMENT SERVICES, L.L.C.

By: The Parker Group, Inc.
Its: Managing Member

By: Ted L. Parker
Name: Ted L. Parker
Title: Chairman and President

CAREVU CORPORATION

By: Ted L. Parker
Name: Ted L. Parker
Title: Chairman and President

CARE ATC TEXAS, L.P.

By: Parker GP, LLC
Its: General Partner

By: Ted L. Parker
Name: Ted L. Parker
Title: Chairman and President

INSURANCE MARKETING RESOURCES, INC.

By: Ted L. Parker
Name: Ted L. Parker
Title: Chairman and President

PLAN MANAGEMENT GROUP, INC.

By: Ted L. Parker
Name: Ted L. Parker
Title: Chairman and President

INSURDATA MARKETING SERVICES, LLC

By: Ted L. Parker
Name: Ted L. Parker
Title: Chairman and President

CHATHAM CAPITAL MANAGEMENT, LLC, as Agent

By: Chatham Capital Holdings, Inc.
Its: Manager

By: N. A. Anacrote
Name: Nick Anacrote

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Trademark	Owner	Status in Trademark Office	Federal Registration Number	Registration Date
HealthSmart Preferred Care II, L.P.	HealthSmart Preferred Care II, L.P.	Live	2325113	March 7, 2000
HealthSmart Preferred Care, Inc.	HealthSmart Preferred Care II, L.P.	Live	2325112	March 7, 2000
	HealthSmart Preferred Care II, L.P.	Live	2208419	December 8, 1998
SMARTACCESS	HealthSmart Preferred Care II, L.P.	Live	2479995	August 21, 2001
SMARTCARE	HealthSmart Preferred Care II, L.P.	Pending	76/116977	
TOTAL ACCESS	American Administrative Group, Inc.	Pending	78/362,737	November 2, 2004