

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
EHN HOLDINGS, INCORPORATED		06/20/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	THE 1818 MEZZANINE FUND II, L.P., AS AGENT
Street Address:	140 Broadway
City:	New York
State/Country:	NEW YORK
Postal Code:	10005
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	1426962	EMERALD
Serial Number:	75396753	EMERALD BEGINNINGS
Registration Number:	2180328	EMERALD HEALTH
Registration Number:	1426963	EMERALD HEALTH NETWORK
Registration Number:	2783746	EMERALD HEALTH NETWORK
Registration Number:	2161984	EMERALD SELECT
Registration Number:	2178227	HSP BY EMERALD HEALTH
Registration Number:	2160558	HSP BY EMERALD HEALTH
Registration Number:	2180326	ICN BY EMERALD HEALTH
Registration Number:	2180329	THE QUALITY HEALTHCARE LEADER
Registration Number:	2668016	EMERALDRX
Serial Number:	76236011	EMERALDRX
Registration Number:	2736215	

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Serial Number:	76575084	THE EMERALD HEALTH NETWORK THE QUALITY HEALTHCARE LEADER
Registration Number:	2214050	EMERALD RESERVE
Registration Number:	2161992	THE EMERALD HEALTH NETWORK
Registration Number:	2180327	HEALTHY OPTION BY EMERALD HMO
Registration Number:	2178228	ICN BY EMERALD HEALTH
Registration Number:	2160557	EMERALD PREMIER BY EMERALD HMO
Registration Number:	2029479	EMERALD HMO

CORRESPONDENCE DATA

Fax Number: (617)526-9899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 6175269628
Email: cslattery@proskauer.com
Correspondent Name: Christine Slattery
Address Line 1: One International Place, 14th Floor
Address Line 4: Boston, MASSACHUSETTS 02110

NAME OF SUBMITTER:	Christine Slattery
Signature:	/Christine Slattery/
Date:	06/23/2005

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

by

EHN HOLDINGS, INCORPORATED

in favor of

THE 1818 MEZZANINE FUND II, L.P., AS AGENT

TRADEMARK SECURITY AGREEMENT

This Agreement made as of this 20th day of June, 2005, by and between **EHN HOLDINGS, INCORPORATED**, a Delaware corporation with a mailing address of 20 Waterside Drive, Farmington, Connecticut 06032 (the "**Guarantor**") and **THE 1818 MEZZANINE FUND II, L.P.**, a Delaware limited partnership with an office at 140 Broadway, New York, New York 10005, as agent for the lenders (in such capacity, together with its successors and assigns in such capacity, the "**Agent**") under that certain Note and Warrant Purchase and Security Agreement dated as of the date hereof, as the same may be amended from time to time (as so amended from time to time the "**Note Purchase Agreement**"), by and among **INTERPLAN HEALTH GROUP, INC.** a Delaware corporation with an office at 20 Waterside Drive, Farmington, Connecticut 06032 ("**Borrower**"), **IHG HOLDINGS, INC.**, a Delaware corporation with an office at 20 Waterside Drive, Farmington, Connecticut 06032 ("**Holdings**"), each of the entities which is a signatory thereto as a guarantor, each of the lenders which is a signatory thereto as a lender (individually, together with its successors and assigns, a "**Lender**" and collectively, the "**Lenders**") and Agent.

BACKGROUND

1. The Lenders are making Loans to Borrower in the aggregate principal amount of \$7,000,000 (the "**Loans**").
2. The Loans are being made pursuant to the Note Purchase Agreement.
3. The Borrower's obligations under the Note Purchase Agreement are unconditionally guaranteed by the Guarantor pursuant to a Guaranty (the "**Guaranty**").
4. As additional security for the Obligations of Guarantor to the Lenders and Agent pursuant to the Note Purchase Agreement and the Guaranty and the transactions contemplated thereby, Guarantor is entering into this Agreement.
- ~~5. Capitalized terms that are used in this Agreement but not defined shall have the meanings set forth in the Note Purchase Agreement.~~

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

AGREEMENTS

1. Incorporation of Note Purchase Agreement. The Note Purchase Agreement and the definitions and the terms and provisions thereof are incorporated herein in their entirety by this reference thereto.
2. Grant of Security Interest. Subject to the Senior Lien, to secure the complete and timely payment of all of the Obligations of the Guarantor to Lenders and Agent now or hereafter

existing from time to time, Guarantor hereby pledges and grants to Agent a continuing first priority security interest in all of Guarantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "**Collateral**"):

- a. all of its Trademarks to which it is a party including those referred to on Schedule 2a; 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
- d. all products and proceeds of the foregoing, including, without limitation, any claim by Guarantor against third parties for past, present or future infringement or dilution of any Trademark and injury to the goodwill associated with any Trademark.

3. Representations and Warranties. Guarantor represents and warrants that:

- a. Guarantor owns and holds no patents or copyrights;
- b. Guarantor does not have any interest in, or title to, any Trademark except as set forth in Schedule 2a;
- c. Guarantor is the legal and beneficial owner of the Collateral free and clear of any lien, security interest, charge, assignment or encumbrance, except as described on Schedule 2a;
- d. the Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;
- ~~e. each of the Trademarks is valid and enforceable;~~
- f. no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;
- g. Guarantor has used, and will continue to use proper statutory notice in connection with its use of the Trademarks;
- h. Guarantor has used, and will continue to use consistent standards of quality in its manufacture of products sold under the Trademarks;
- i. Guarantor has the unqualified right to enter into this Agreement and perform its terms;
- j. this Agreement has been duly executed and delivered to Agent by Guarantor and

constitutes its legal, valid and binding obligation, enforceable in accordance with its terms;

k. this Agreement creates a valid and continuing lien on and, upon the filing hereof with the United States Patent and Trademark Office, perfected security interests in favor of Agent in all of Guarantor's Trademarks and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Guarantor;

l. upon filing of this Agreement with the United States Patent and Trademark Office and the filing of appropriate financing statements pursuant to the Note Purchase Agreement, all action necessary or desirable to protect and perfect Agent's lien on Guarantor's Trademarks shall have been duly taken; and

m. the execution, delivery and/or performance by Guarantor of this Agreement shall not, by the lapse of time, the giving of notice or otherwise, constitute a violation of any applicable law or a breach of any provision contained in its Certificate of Incorporation or Bylaws, or contained in any agreement, instrument or document to which it is now a party or by which it is bound, and no consent, approval, license or authorization of any governmental bureau or agency or of any other person is required to be obtained in connection therewith.

4. COVENANTS. Guarantor covenants and agrees with Agent that from and after the date of this Agreement:

a. Guarantor shall notify Agent immediately if it knows or has reason to know that any application or registration relating to any Trademark (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office or any court) regarding Guarantor's ownership of any Trademark, its right to register the same, or to keep and maintain the same, the effect of which will have a material adverse effect on Guarantor's business operations or financial condition.

b. In no event shall Guarantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Trademark with the United States Patent and Trademark Office or any similar office or agency without giving Agent prior written notice thereof, and, upon request of Agent, Guarantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Agent) to evidence Agent's lien on such Trademark, and the general intangibles of Guarantor relating thereto or represented thereby.

c. Guarantor shall have the duty to prosecute diligently any trademark applications pending as of the date of this Agreement, to preserve and maintain all rights in the trademarks, the registration of trademarks and trademark applications.

d. In the event that any of the Collateral is infringed upon, or misappropriated or diluted by a third party, Guarantor shall notify Agent promptly after Guarantor learns thereof.

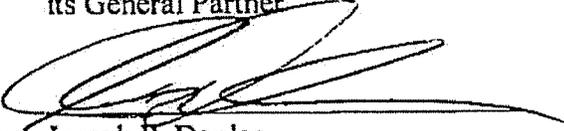
Guarantor shall, unless it shall reasonably determine that such Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as Agent shall deem appropriate under the circumstances to protect such Collateral.

5. Security Agreement. All of Agent 's rights and remedies with respect to the Trademarks, whether established hereby or by the Note Purchase Agreement, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently. Without limiting the foregoing, Guarantor hereby acknowledges and affirms that this Agreement is executed in furtherance of, and supplementary to, the provisions in the Note Purchase Agreement, and that the rights and remedies of Agent with respect to the security interest in the Collateral made and granted hereby are more fully set forth in the Note Purchase Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
6. Reinstatement. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Guarantor for liquidation or reorganization, should Guarantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Guarantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.
7. Notices. Any written notice required or permitted by this Agreement may be delivered by depositing it in the U.S. mail, postage prepaid, return receipt requested, or by recognized overnight courier service, charges prepaid, or facsimile addressed to Guarantor (Attention: Chief Financial Officer) or Agent (Attention: Jean-Pierre Paquin) at the addresses set forth at the beginning of this Agreement or such other address as may be provided from time to time by one party to the other parties
8. Counterparts. This Agreement may be executed in any number of separate counterparts by one or more of the parties hereto and all of the said counterparts taken together shall constitute one in the same instrument.

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Signature Pages Follow

THE 1818 MEZZANINE FUND II, L.P.

By: Brown Brothers Harriman & Co.,
its General Partner

By: 
Name: Joseph P. Donlan
Title: Managing Director

SCHEDULE 2a

Trademarks

SCHEDULE 2a

**EHN HOLDINGS, INC.
FEDERAL AND STATE TRADEMARK STATUS REPORT**

U.S. FEDERAL REGISTRATIONS – information obtained from USPTO website and Dialog®

TRADEMARK	CLASS	REG. NO. (SERIAL NO.)	CURRENT OWNER
EMERALD	42	1,426,962	EHN Holdings, Inc.
EMERALD BEGINNINGS & Design	36	(75/396753)	EHN Holdings, Inc.
EMERALD HEALTH & Design	36	2,180,328	EHN Holdings, Inc.
EMERALD HEALTH NETWORK	42	1,426,963	EHN Holdings, Inc.
EMERALD HEALTH NETWORK	42	2,783,746	EHN Holdings, Inc.
EMERALD SELECT & Design	36	2,161,984	EHN Holdings, Inc.
HSP BY EMERALD HEALTH	36	2,178,227	EHN Holdings, Inc.
HSP BY EMERALD HEALTH & Design	36	2,160,558	EHN Holdings, Inc.
ICN BY EMERALD HEALTH & Design	36	2,180,326	EHN Holdings, Inc.
THE QUALITY HEALTHCARE LEADER	36	2,180,329	EHN Holdings, Inc.
EMERALD RX	36	2,668,016	EHN Holdings, Inc.
EMERALD RX & Design	36	(76-236,011)	EHN Holdings, Inc.
EMERALD HEALTH NETWORK & Design	42	1,426,963	EHN Holdings, Inc.
HEXAGON (Design only)	42	2,736,215	EHN Holdings, Inc.
THE EMERALD HEALTH NETWORK THE QUALITY HEALTHCARE LEADER & Design	35	(76-575,084)	EHN Holdings, Inc.
EMERALD RESERVE & Design	36	2,214,050	EHN Holdings, Inc.
THE EMERALD HEALTH NETWORK & Design	36	2,161,992	EHN Holdings, Inc.
HEALTHY OPTION BY EMERALD HMO & Design	36	2,180,327	EHN Holdings, Inc.
ICN BY EMERALD HEALTH	36	2,178,228	EHN Holdings, Inc.
EMERALD PREMIER BY EMERALD HMO & Design	36	2,160,557	EHN Holdings, Inc.
EMERALD HMO	42	2,029,479	EHN Holdings, Inc.