

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Personal Property Liens		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Credit Suisse, Cayman Islands Branch, as Administrative Agent and Collateral Agent	FORMERLY Credit Suisse First Boston	09/01/2005	bank: SWITZERLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wachovia Bank, National Association, as Administrative Agent and Collateral Agent		
<b>Street Address:</b>	201 South College Street		
<b>Internal Address:</b>	CP-8		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28288		
<b>Entity Type:</b>	national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1343516	WELLCARE	
Registration Number:	1443611	WELLCARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(919)416-8339		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	919 286-8049		
<b>Email:</b>	PTO_TMconfirmation@mvalaw.com		
<b>Correspondent Name:</b>	Moore & Van Allen PLLC		
<b>Address Line 1:</b>	430 Davis Drive		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	Morrisville, NORTH CAROLINA 27560		
<b>ATTORNEY DOCKET NUMBER:</b>	512485.1428ASSIGNCREDITCL		

OP \$65.00 1343516

NAME OF SUBMITTER:	Charles L. Evans
Signature:	/Charles L. Evans/
Date:	10/11/2005
<b>Total Attachments: 6</b> source=Assign of Property Liens-T Credit Suisse #page1.tif source=Assign of Property Liens-T Credit Suisse #page2.tif source=Assign of Property Liens-T Credit Suisse #page3.tif source=Assign of Property Liens-T Credit Suisse #page4.tif source=Assign of Property Liens-T Credit Suisse #page5.tif source=Assign of Property Liens-T Credit Suisse #page6.tif	

## ASSIGNMENT OF PERSONAL PROPERTY LIENS

**THIS ASSIGNMENT OF PERSONAL PROPERTY LIENS** (the "Assignment") dated as of September 1, 2005, is executed by **CREDIT SUISSE FIRST BOSTON**, as Administrative Agent and Collateral Agent ("CSFB"), in favor of **WACHOVIA BANK, NATIONAL ASSOCIATION** ("Wachovia"). Defined terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Amended Credit Agreement (as defined below).

### RECITALS:

1. CSFB is party to a Credit Agreement dated as of May 13, 2004 (as amended, modified or supplemented from time to time, the "Existing Credit Agreement") among WellCare Health Plans, Inc. (formerly known as WellCare Group, Inc., successor by merger to WellCare Holdings, LLC), a Delaware corporation (the "Parent"), WCG Health Management, Inc. (formerly known as WellCare Health Plans, Inc.), a Delaware corporation ("WCGMH"), The WellCare Management Group, Inc., a New York corporation ("WMG"), Comprehensive Health Management, Inc., a Florida corporation ("CHM" and together with WCHGM and WMG, the "Borrowers"), the lenders party thereto (the "Lenders") and CSFB;

2. In conjunction with this Assignment, the Existing Credit Agreement is being amended by that certain First Amendment to Credit Agreement and Waiver, dated as of the date hereof, by and among the Parent, the Borrowers, CSFB, Wachovia and the Lenders party thereto (the "Amendment"; the Existing Credit Agreement as amended by the Amendment, the "Amended Credit Agreement").

3. To secure the obligations of the Borrowers arising in connection with the Existing Credit Agreement, the documents identified on Schedule "A" hereto were executed and delivered and/or filed (the "Lien Documents").

4. Pursuant to that certain Resignation and Assignment Agreement dated as of the date hereof (the "Resignation and Assignment"): (i) CSFB resigned as Administrative Agent and as Collateral Agent, (ii) Wachovia was appointed as Administrative Agent and as Collateral Agent and (iii) CSFB agreed to assign to Wachovia all of the rights, title and interest of CSFB as Administrative Agent and Collateral Agent in, among other things, the Lien Documents and the liens and security interests created in the property described therein (such property, herein the "Collateral").

5. In furtherance of the provisions of the Resignation and Assignment, CSFB desires to assign all of its rights, title and interest as Administrative Agent and Collateral Agent in and to the Lien Documents and the Collateral to Wachovia.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, and for the mutual and dependent covenants herein contained, CSFB hereby agrees as follows:

1. Assignment. CSFB has TRANSFERRED, ASSIGNED, GRANTED and CONVEYED and does by these presents TRANSFER, ASSIGN, GRANT and CONVEY, unto Wachovia all of its right, title and interest as Administrative Agent and Collateral Agent in and to the Lien Documents, together with any rider, addendum, exhibit, schedule and attachment thereto, and the Collateral, together with all attendant liens, rights, title, assignments and interests (including security interests) pertaining to or arising from the Lien Documents, ALL WITHOUT REPRESENTATION, WARRANTY OR RECOURSE, except that CSFB represents and warrants that it is authorized to execute this document and perform its obligations hereunder.

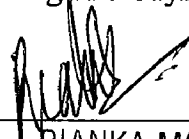
2. Successors and Assigns. This Assignment is binding upon CSFB and shall inure to the benefit of Wachovia and its successors and assigns.

3. Further Assurances. CSFB agrees to execute and deliver such further documentation as may be reasonably deemed necessary or desirable by Wachovia to carry out the provisions and purposes of this Assignment and to deliver to Wachovia any stock certificates, intercompany notes and other possessory collateral held by CSFB as Collateral.

4. Entire Agreement. This Assignment embodies the final entire agreement of each of Wachovia and CSFB and supersedes any and all prior commitments, agreements, representations and understandings, whether written or oral, relating to this Assignment and may not be contradicted or varied by evidence of prior, contemporaneous or subsequent oral agreements or discussions of the parties. There are no oral agreements between the parties.

IN WITNESS WHEREOF, the following have executed this Assignment on the date first above written.

CREDIT SUISSE, CAYMAN ISLANDS  
BRANCH (formerly known as Credit Suisse First  
Boston, acting through its Cayman Islands Branch)

By:   
Name: TRIANKA MOHAN  
Title: ASSOCIATE

By:   
Name: PHILLIP HO  
Title: DIRECTOR

**Consented to and Agreed:**

WACHOVIA BANK, NATIONAL ASSOCIATION

By: *Ch. C. Lee III*  
Name: *Charles Edwards*  
Title: *Vice President*

SCHEDULE "A"  
TO  
ASSIGNMENT OF LIENS

Lien Documents

1. Guarantee and Collateral Agreement.
2. UCC-1 Financing Statements described on Schedule 1 attached hereto.
3. Stock Certificates and stock powers described on Schedule 2 attached hereto.
4. Intercompany Notes described on Schedule 3 attached hereto.
5. Intellectual property filings with USPTO and US Copyright Office described on Schedule 4 attached hereto.
6. Deposit Control Account Agreements described on Schedule 5 attached hereto.

SCHEDULE 4  
TO  
ASSIGNMENT OF LIENS

Intellectual Property Filings with USPTO and US Copyright Office

<b>Debtor Name (Registered Owner of Intellectual Property)</b>	<b>Type of Intellectual Property</b>	<b>Title of Intellectual Property</b>	<b>Owner Registration Number or Application Number</b>
The WellCare Management Group, Inc.	Trademark	"WELLCARE"	1,343,516
The WellCare Management Group, Inc.	Trademark	"WELLCARE" & Design	1,443,611

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RECORDED: 10/11/2005

TRADEMARK  
REEL: 003173 FRAME: 0285