TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SHPS, Inc.		10/27/2004	CORPORATION: FLORIDA
SHPS Health Management Solutions, Inc.		10/27/2004	CORPORATION: DELAWARE
Ebenx, Inc.		10/27/2004	CORPORATION: MINNESOTA
Landacorp, Inc.		10/27/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	270 Park Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Association-National:

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Serial Number:	78353246	MEDALLION
Serial Number:	78352816	VOYANT
Serial Number:	78352512	BENEFICIA
Serial Number:	78496656	CAREWISE
Serial Number:	78339287	BEN-NET
Serial Number:	78496658	MANAGING FOR TOMORROW

CH $165.00 78353246

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-783-2700
Email: pagodoa@federalresearch.com

Correspondent Name:	CBCInnovis dba Federal Research
Address Line 1:	1023 Fifteenth Street, NW, Suite 401
Address Line 2:	attn: Penelope J.A. Agodoa
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	6701-311
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	11/01/2005

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Additional Names of Conveying Parties

LANDACORP, INC.

SCHEDULE I

TRADEMARK/TRADE NAMES OWNED BY SHPS, Inc.

U.S. Trademark Applications

Mark	Filing Date	Application No.
MEDALLION	January 16, 2004	78/353,246
VOYANT	January 16, 2004	78/352,816
BENEFICIA	January 15, 2004	78/352,512

State Trademark Registrations
None

Non-U.S. Trademark Registrations
None

Non-U.S. Trademark Applications
None

Trade Names
None

TRADEMARK/TRADE NAMES OF: SHPS Health Management Solutions, Inc.

U.S. Trademark Applications

Mark	Filing Date	Application No.
Carewise	October 8, 2004	78/496,656

State Trademark Registrations
None

Non-U.S. Trademark Registrations
None

Non-U.S. Trademark Applications
None

Trade Names
None

* Trademarks remain registered under CareWise, Inc.

TRADEMARK/TRADE NAMES OWNED BY EBENX, INC.

U.S. Trademark Applications

Mark	Filing Date	Application No.
BEN-NET	December 11, 2003	78/339,287

State Trademark Registrations
None

Non-U.S. Trademark Registrations
None

Non-U.S. Trademark Applications
None

TRADEMARK/TRADE NAMES OWNED BY LANDACORP, INC.

U.S. Trademark Applications

Mark	Filing Date	Application No.
Managing for Tomorrow	October 8, 2004	78/496,658

State Trademark Registrations
None

Non-U.S. Trademark Registrations
None

Non-U.S. Trademark Applications
None

EXECUTION COPY

GUARANTEE AND COLLATERAL AGREEMENT

dated as of October 27, 2004

among

SHPS, INC.,

SHPS HOLDINGS, INC.,

the Subsidiaries of
SHPS HOLDINGS, INC.,
party hereto

and

JPMORGAN CHASE BANK,
as Collateral Agent

[2379815]

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GUARANTEE AND COLLATERAL AGREEMENT dated as of October 27, 2004 (this "Agreement"), among SHPS, Inc., a Florida corporation (the "Borrower"), SHPS Holdings, Inc., a Delaware corporation ("Holdings"), the Subsidiaries identified herein and JPMORGAN CHASE BANK, as Collateral Agent.

Reference is made to the Credit Agreement dated as of October 27, 2004 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the lenders from time to time party thereto (the "Lenders") and JPMorgan Chase Bank, as Administrative Agent and Collateral Agent. The Lenders have agreed to extend credit to the Borrower on the terms and subject to the conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiary Parties are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, in consideration of the above recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Credit Agreement. (a) Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement. All terms defined in the New York UCC (as defined herein) that are used and not otherwise defined in this Agreement shall have the meanings assigned thereto in the New York UCC; the term "instrument" shall have the meaning specified in Article 9 of the New York UCC.

(b) The rules of construction specified in Article I of the Credit Agreement also apply to this Agreement.

SECTION 1.02. Other Defined Terms. As used in this Agreement, the following terms have the meanings specified below:

"Account Debtor" means any Person who is or who may become obligated to any Grantor under, with respect to or on account of an Account.

"Article 9 Collateral" has the meaning assigned to such term in Section 4.01.

"Borrower" has the meaning assigned to such term in the Credit Agreement.

"Collateral" means Article 9 Collateral and Pledged Collateral.

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"Collection Deposit Account" means a lockbox account of a Grantor maintained for the benefit of the Secured Parties with the Collateral Agent or with a Sub-Agent pursuant to a Lockbox Agreement.

"Concentration Account" means the cash collateral account to be established at the office of JPMorgan Chase Bank pursuant to Section 4.06.

"Copyright License" means any written agreement, now or hereafter in effect, granting any right to any third party under any copyright now or hereafter owned by any Grantor or that such Grantor otherwise has the right to license, or granting any right to any Grantor under any copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

"Copyrights" means all of the following now owned or hereafter acquired by any Grantor: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule III.

"Credit Agreement" has the meaning assigned to such term in the preamble of this Agreement.

"Equity Interests" means shares of capital stock, partnership interests, membership interests in limited liability companies, beneficial interests in trusts or other equity ownership interests in any Person and any warrants, options or other rights to acquire any of the foregoing.

"Federal Securities Laws" has the meaning assigned to such term in Section 5.04.

"General Fund Account" means a general fund account established at the office of JPMorgan Chase Bank pursuant to Section 4.06.

"General Intangibles" means all choses in action and causes of action and all other intangible personal property of any Grantor of every kind and nature (other than Accounts) now owned or hereafter acquired by any Grantor, including corporate or other business records, indemnification claims, payment intangibles, contract rights (including rights under leases, whether entered into as lessor or lessee, Hedging Agreements, Bank Product Agreement and other agreements), Intellectual Property, goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to any Grantor to secure payment by an Account Debtor of any of the Accounts.

"Grantors" means Holdings, the Borrower and the Subsidiary Parties.

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"Intellectual Property" means all intellectual and similar property of any Grantor of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

"License" means any Patent License, Trademark License, Copyright License or other license or sublicense to which any Grantor is a party, including those listed on Schedule III.

"Lender" means a "Lender" under and as defined in the Credit Agreement.

"Lockbox Agreement" means a Lockbox and Depository Agreement substantially in the form of Exhibit A, or any other form approved by the Collateral Agent, among a Grantor, the Collateral Agent and a Sub-Agent.

"Lockbox System" has the meaning assigned to such term in Section 4.06(a).

"New York UCC" means the Uniform Commercial Code as from time to time in effect in the State of New York.

"Obligations" means (a) the due and punctual payment by the Borrower of (i) the principal of and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) all other monetary obligations of the Borrower to any of the Secured Parties under the Credit Agreement and each of the other Loan Documents, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), (b) the due and punctual performance of all other obligations of the Borrower under or pursuant to the Credit Agreement and each of the other Loan Documents, (c) the due and punctual payment and performance of all the obligations of each other Loan Party under or pursuant to this Agreement and each of the other Loan Documents and (d) the due and punctual payment and performance of all obligations of each Loan Party under each Hedging Agreement and each Bank Product Agreement that (i) is in effect on the Effective Date with a counterparty that is a Lender or an Affiliate of a Lender as of the Effective Date or (ii) is entered into after the Effective Date with any counterparty that is a Lender or an affiliate of a Lender at the time such Hedging Agreement or such Bank Product Agreement is entered into.

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"Patent License" means any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a patent, now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement.

"Patents" means all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule III, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

"Pledged Collateral" has the meaning assigned to such term in Section 3.01.

"Pledged Debt Securities" has the meaning assigned to such term in Section 3.01.

"Pledged Securities" means any promissory notes, stock certificates or other securities now or hereafter included in the Pledged Collateral, including all certificates, instruments or other documents representing or evidencing any Pledged Collateral.

"Pledged Stock" has the meaning assigned to such term in Section 3.01.

"Pledgors" means Holdings, the Borrower and the Subsidiary Parties.

"Perfection Certificate" means a certificate substantially in the form of Exhibit B, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by a Financial Officer and the chief legal officer of the Borrower.

"Proceeds" has the meaning specified in Section 9-102 of the New York UCC.

"Secured Parties" means (a) the Lenders; (b) the Collateral Agent; (c) the Administrative Agent; (d) each counterparty to any Hedging Agreement or any Bank Product Agreement with a Loan Party that either (i) shall have been in effect on the Effective Date if such counterparty shall have been a Lender or an affiliate of a Lender as of the Effective Date or (ii) shall have been entered into after the Effective Date if such counterparty shall have been a Lender or an affiliate of a Lender at the time such Hedging Agreement or such Bank Product Agreement was entered into; and (e) the successors and assigns of each of the foregoing.

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"Security Interest" has the meaning assigned to such term in Section 4.01.

"Sub-Agent" means a financial institution that has delivered to the Collateral Agent an executed Lockbox Agreement.

"Subsidiary Parties" means (a) the Subsidiaries identified on Schedule I and (b) each other Subsidiary that becomes a party to this Agreement as a Subsidiary Party as contemplated by Section 7.16.

"Trademark License" means any written agreement, now or hereafter in effect, granting to any third party any right to use any trademark now or hereafter owned by any Grantor or that any Grantor otherwise has the right to license, or granting to any Grantor any right to use any trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

"Trademarks" means all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule III, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

ARTICLE II

Guarantee

SECTION 2.01. Guarantee. Each Grantor unconditionally and irrevocably guarantees, jointly with the other Grantors and severally, as a primary obligor and not merely as a surety, the due and punctual payment and performance of the Obligations. Each of the Grantors further agrees that the Obligations may be extended or renewed, in whole or in part, without notice to or further assent from it, and that it will remain bound upon its guarantee notwithstanding any extension or renewal of any Obligation. Each of the Grantors waives presentment to, demand of payment from and protest to the Borrower or any other Loan Party of any of the Obligations, and also waives notice of acceptance of its guarantee and notice of protest for nonpayment.

SECTION 2.02. Guarantee of Payment. Each of the Grantors further agrees that its guarantee hereunder constitutes a guarantee of payment when due and not of collection, and waives any right to require that any resort be had by the Collateral Agent or any other Secured Party to any security held for the payment of the Obligations or to any balance of any deposit account or credit on the books of the Collateral Agent or any other Secured Party in favor of the Borrower or any other Person.

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SECTION 2.03. No Limitations, Etc. (a) Except for termination of a Grantor's obligations hereunder as expressly provided in Section 7.15, the obligations of each Grantor hereunder shall not be subject to any reduction, limitation, impairment or termination for any reason, including any claim of waiver, release, surrender, alteration or compromise, and shall not be subject to any defense or setoff, counterclaim, recoupment or termination whatsoever by reason of the invalidity, illegality or unenforceability of the Obligations or otherwise. Without limiting the generality of the foregoing, the obligations of each Grantor hereunder shall not be discharged or impaired or otherwise affected by (i) the failure of the Collateral Agent or any other Secured Party to assert any claim or demand or to enforce any right or remedy under the provisions of any Loan Document or otherwise; (ii) any rescission, waiver, amendment or modification of, or any release from any of the terms or provisions of, any Loan Document or any other agreement, including with respect to any other Grantor under this Agreement; (iii) the release of any security held by the Collateral Agent or any other Secured Party for the Obligations or any of them; (iv) any default, failure or delay, wilful or otherwise, in the performance of the Obligations; or (v) any other act or omission that may or might in any manner or to any extent vary the risk of any Grantor or otherwise operate as a discharge of any Grantor as a matter of law or equity (other than the indefeasible payment in full in cash of all the Obligations). Each Grantor expressly authorizes the Secured Parties to take and hold security for the payment and performance of the Obligations and this Agreement, to exchange, waive or release any or all such security (with or without consideration), to enforce or apply such security and direct the order and manner of any sale thereof in their sole discretion or to release or substitute any one or more other Grantors or obligors upon or in respect of the Obligations, all without affecting the obligations of any Grantor hereunder.

(b) To the fullest extent permitted by applicable law, each Grantor waives any defense based on or arising out of any defense of the Borrower or any other Loan Party or the unenforceability of the Obligations or any part thereof from any cause, or the cessation from any cause of the liability of the Borrower or any other Loan Party, other than the indefeasible payment in full in cash of all the Obligations. The Collateral Agent and the other Secured Parties may, at their election, foreclose on any security held by one or more of them by one or more judicial or nonjudicial sales, accept an assignment of any such security in lieu of foreclosure, compromise or adjust any part of the Obligations, make any other accommodation with the Borrower or any other Loan Party or exercise any other right or remedy available to them against the Borrower or any other Loan Party, without affecting or impairing in any way the liability of any Grantor hereunder except to the extent the Obligations have been fully and indefeasibly paid in full in cash. To the fullest extent permitted by applicable law, each Grantor waives any defense arising out of any such election even though such election operates, pursuant to applicable law, to impair or to extinguish any right of reimbursement or subrogation or other right or remedy of such Grantor against the Borrower or any other Loan Party, as the case may be, or any security.

SECTION 2.04. Reinstatement. Each of the Grantors agrees that its guarantee hereunder shall continue to be effective or be reinstated, as the case may be, if at any time payment, or any part thereof, of any Obligation is rescinded or must

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otherwise be restored by the Collateral Agent or any other Secured Party upon the bankruptcy or reorganization of the Borrower, any other Loan Party or otherwise.

SECTION 2.05. Agreement To Pay; Subrogation. In furtherance of the foregoing and not in limitation of any other right that the Collateral Agent or any other Secured Party has at law or in equity against any Grantor by virtue hereof, upon the failure of the Borrower or any other Loan Party to pay any Obligation when and as the same shall become due, whether at maturity, by acceleration, after notice of prepayment or otherwise, each Grantor hereby promises to and will forthwith pay, or cause to be paid, to the Collateral Agent for distribution to the applicable Secured Parties in cash the amount of such unpaid Obligation. Upon payment by any Grantor of any sums to the Collateral Agent as provided above, all rights of such Grantor against the Borrower or any other Grantor arising as a result thereof by way of right of subrogation, contribution, reimbursement, indemnity or otherwise shall in all respects be subject to Article VI.

SECTION 2.06. Information. Each Grantor assumes all responsibility for being and keeping itself informed of the Borrower's and each other Loan Party's financial condition and assets, and of all other circumstances bearing upon the risk of nonpayment of the Obligations and the nature, scope and extent of the risks that such Grantor assumes and incurs hereunder, and agrees that none of the Collateral Agent or the other Secured Parties will have any duty to advise such Grantor of information known to it or any of them regarding such circumstances or risks.

ARTICLE III

Pledge of Securities

SECTION 3.01. Pledge. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby assigns and pledges to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all such Grantor's right, title and interest in, to and under (a) the shares of capital stock and other Equity Interests owned by it and listed on Schedule II and any other Equity Interests now owned or obtained in the future by such Grantor, and the certificates representing all such Equity Interests, if any (the "Pledged Stock"); provided that the Pledged Stock shall not include (i) more than 65% of the issued and outstanding voting Equity Interests of any Foreign Subsidiary, (ii) Equity Interests issued by Persons other than the Borrower or any Subsidiary if the pledge of such Equity Interests in the manner contemplated by this Agreement would be prohibited by any joint venture or similar agreement to which the Borrower or a Subsidiary is a party and (iii) other Equity Interests issued by Persons other than the Borrower or any Subsidiary that in the aggregate have a value of less than $1,000,000; (b)(i) the debt securities listed opposite the name of such Grantor issued by Holdings, the Borrower or any Subsidiary on Schedule II, (ii) any debt securities now owned or in the future issued to such Grantor and (iii) the promissory notes and any other instruments evidencing such debt securities (the "Pledged Debt Securities"); (c) all other property that may be delivered to and held by the Collateral Agent pursuant to the terms of this Section 3.01;

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(d) subject to Section 3.05, all payments of principal or interest, dividends, cash, instruments and other property from time to time received, receivable or otherwise distributed in respect of, in exchange for or upon the conversion of, and all other Proceeds received in respect of, the securities referred to in clauses (a) and (b) above; (e) subject to Section 3.05, all rights and privileges of such Grantor with respect to the securities and other property referred to in clauses (a), (b), (c) and (d) above; and (f) all Proceeds of any of the foregoing (the items referred to in clauses (a) through (f) above being collectively referred to as the "Pledged Collateral").

TO HAVE AND TO HOLD the Pledged Collateral, together with all right, title, interest, powers, privileges and preferences pertaining or incidental thereto, unto the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, forever; subject, however, to the terms, covenants and conditions hereinafter set forth.

SECTION 3.02. Delivery of the Pledged Collateral. (a) Each Grantor agrees to deliver or cause to be delivered to the Collateral Agent on the date hereof any and all Pledged Securities.

(b) Each Grantor will cause any Indebtedness for borrowed money owed to such Grantor by any Person (other than intercompany advances of less than $500,000 and other than loans and advances to Loan Parties made in the ordinary course of business pursuant to customary cash management procedures of such Grantor) to be evidenced by a duly executed promissory note that is pledged and delivered to the Collateral Agent pursuant to the terms hereof.

(c) Upon delivery to the Collateral Agent, (i) any Pledged Securities shall be accompanied by stock powers duly executed in blank or other instruments of transfer satisfactory to the Collateral Agent and by such other instruments and documents as the Collateral Agent may reasonably request and (ii) all other property comprising part of the Pledged Collateral shall be accompanied by proper instruments of assignment duly executed by the applicable Grantor and such other instruments or documents as the Collateral Agent may reasonably request. Each delivery of Pledged Securities shall be accompanied by a schedule describing the securities, which schedule shall be attached hereto as Schedule II and made a part hereof; provided that failure to attach any such schedule hereto shall not affect the validity of such pledge of such Pledged Securities. Each schedule so delivered shall supplement any prior schedules so delivered.

SECTION 3.03. Representations, Warranties and Covenants. The Grantors jointly and severally represent, warrant and covenant to and with the Collateral Agent, for the benefit of the Secured Parties, that:

(a) Schedule II correctly sets forth the percentage of the issued and outstanding shares of each class of the capital stock of the issuer thereof represented by such Pledged Stock and correctly sets forth all Equity Interests, debt securities and promissory notes required to be pledged hereunder in order to satisfy the Guarantee and Collateral Requirement;

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(b) the Pledged Stock and Pledged Debt Securities issued by the Borrower or any Subsidiary have been duly and validly authorized and issued by the issuers thereof and (i) in the case of such Pledged Stock, are fully paid and nonassessable and (ii) in the case of such Pledged Debt Securities, are legal, valid and binding obligations of the issuers thereof;

(c) except for the security interests granted hereunder, each of the Grantors (i) is and will continue to be the direct owner, beneficially and of record, of the Pledged Securities indicated on Schedule II as being owned by such Grantor, (ii) holds the same free and clear of all Liens, other than Liens created by this Agreement, (iii) will make no assignment, pledge, hypothecation or transfer of, or create or permit to exist any security interest in or other Lien on, the Pledged Collateral, other than pursuant hereto, and (iv) subject to Section 3.05, will cause any and all Pledged Collateral, whether for value paid by the Pledgor or otherwise, to be forthwith deposited with the Collateral Agent and pledged or assigned hereunder;

(d) except for restrictions and limitations imposed by the Loan Documents or securities laws generally, customary provisions in joint venture agreements and except for limitations and restrictions set forth on Schedule 3.03(d), the Pledged Collateral is and will continue to be freely transferable and assignable, and none of the Pledged Collateral is or will be subject to any option, right of first refusal, shareholders agreement, charter or by-law provisions or contractual restriction of any nature that might prohibit, impair, delay or otherwise affect the pledge of such Pledged Collateral hereunder, the sale or disposition thereof pursuant hereto or the exercise by the Collateral Agent of rights and remedies hereunder;

(e) each of the Grantors (i) has the power and authority to pledge the Pledged Collateral pledged by it hereunder in the manner hereby done or contemplated and (ii) will defend its title or interest thereto or therein against any and all Liens (other than the Lien created by this Agreement), however arising, of all Persons whomsoever;

(f) no consent of any other Person (including shareholders, partners, members or creditors of any Grantor) and no consent or approval of any Governmental Authority, any securities exchange or any other Person was or is necessary to the validity of the pledge effected hereby (other than such as have been obtained and are in full force and effect);

(g) by virtue of the execution and delivery by the Grantors of this Agreement, when any Pledged Securities are delivered to the Collateral Agent in accordance with this Agreement, the Collateral Agent will obtain a legal, valid and perfected first priority lien upon and security interest in such Pledged Securities as security for the payment and performance of the Obligations; and

(h) the pledge effected hereby is effective to vest in the Collateral Agent, for the benefit of the Secured Parties, the rights of the Collateral Agent in the Pledged Collateral as set forth herein.

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SECTION 3.04. Registration in Nominee Name; Denominations. The Collateral Agent, on behalf of the Secured Parties, shall have the right (in its sole and absolute discretion) to hold the Pledged Securities in its own name as pledgee, the name of its nominee (as pledgee or as sub-agent) or the name of the applicable Grantor, endorsed or assigned in blank or in favor of the Collateral Agent. Each Grantor will promptly give to the Collateral Agent copies of any notices or other communications received by it with respect to Pledged Securities registered in the name of such Grantor. The Collateral Agent shall at all times have the right to exchange the certificates representing Pledged Securities for certificates of smaller or larger denominations for any purpose consistent with this Agreement.

SECTION 3.05. Voting Rights; Dividends and Interest, etc. (a) Unless and until an Event of Default shall have occurred and be continuing and the Collateral Agent shall have notified the Grantors that their rights under this Section are being suspended:

(i) Each Grantor shall be entitled to exercise any and all voting and/or other consensual rights and powers inuring to an owner of Pledged Securities or any part thereof for any purpose consistent with the terms of this Agreement, the Credit Agreement and the other Loan Documents; provided that such rights and powers shall not be exercised in a manner that could materially and adversely affect the rights inuring to a holder of any Pledged Securities or the rights and remedies of any of the Collateral Agent or the other Secured Parties under this Agreement or the Credit Agreement or any other Loan Document or the ability of the Secured Parties to exercise the same.

(ii) The Collateral Agent shall execute and deliver to each Grantor, or cause to be executed and delivered to such Grantor, all such proxies, powers of attorney and other instruments as such Grantor may reasonably request for the purpose of enabling such Grantor to exercise the voting and/or consensual rights and powers it is entitled to exercise pursuant to subparagraph (i) above.

(iii) Each Grantor shall be entitled to receive and retain any and all dividends, interest, principal and other distributions paid on or distributed in respect of the Pledged Securities to the extent and only to the extent that such dividends, interest, principal and other distributions are permitted by, and otherwise paid or distributed in accordance with, the terms and conditions of the Credit Agreement, the other Loan Documents and applicable laws; provided that any noncash dividends, interest, principal or other distributions that would constitute Pledged Stock or Pledged Debt Securities, whether resulting from a subdivision, combination or reclassification of the outstanding capital stock of the issuer of any Pledged Securities or received in exchange for Pledged Securities or any part thereof, or in redemption thereof, or as a result of any merger, consolidation, acquisition or other exchange of assets to which such issuer may be a party or otherwise, shall be and become part of the Pledged Collateral, and, if received by any Grantor, shall not be commingled by such Grantor with any of its other funds or property but shall be held separate and apart therefrom, shall be held in trust for

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the benefit of the Collateral Agent and shall be forthwith delivered to the Collateral Agent in the same form as so received (with any necessary endorsement).

(b) Upon the occurrence and during the continuance of an Event of Default, after the Collateral Agent shall have notified the Grantors of the suspension of their rights under paragraph (a)(iii) of this Section 3.05, then all rights of any Grantor to dividends, interest, principal or other distributions that such Grantor is authorized to receive pursuant to paragraph (a)(iii) of this Section 3.05 shall cease, and all such rights shall thereupon become vested in the Collateral Agent, which shall have the sole and exclusive right and authority to receive and retain such dividends, interest, principal or other distributions. All dividends, interest, principal or other distributions received by any Grantor contrary to the provisions of this Section 3.05 shall be held in trust for the benefit of the Collateral Agent, shall be segregated from other property or funds of such Grantor and shall be forthwith delivered to the Collateral Agent upon demand in the same form as so received (with any necessary endorsement). Any and all money and other property paid over to or received by the Collateral Agent pursuant to the provisions of this paragraph (b) shall be retained by the Collateral Agent in an account to be established by the Collateral Agent upon receipt of such money or other property and shall be applied in accordance with the provisions of Section 5.02. After all Events of Default have been cured or waived, the Collateral Agent shall, within five Business Days after all such Events of Default have been cured or waived, repay to each Grantor (without interest) all dividends, interest, principal or other distributions that such Grantor would otherwise be permitted to retain pursuant to the terms of paragraph (a)(iii) of this Section 3.05 and that remain in such account.

(c) Upon the occurrence and during the continuance of an Event of Default, after the Collateral Agent shall have notified the Grantors of the suspension of their rights under paragraph (a)(i) of this Section 3.05, then all rights of any Grantor to exercise the voting and consensual rights and powers it is entitled to exercise pursuant to paragraph (a)(i) of this Section 3.05, and the obligations of the Collateral Agent under paragraph (a)(ii) of this Section 3.05, shall cease, and all such rights shall thereupon become vested in the Collateral Agent, which shall have the sole and exclusive right and authority to exercise such voting and consensual rights and powers; provided that, unless otherwise directed by the Required Lenders, the Collateral Agent shall have the right from time to time following and during the continuance of an Event of Default to permit the Pledgors to exercise such rights. After all Events of Default have been cured or waived, the Grantor will have the right to exercise the voting and consensual rights and powers that it would otherwise be entitled to exercise pursuant to the terms of paragraph (a)(i) above.

(d) Any notice given by the Collateral Agent to the Grantors suspending their rights under paragraph (a) of this Section 3.05 (i) may be given by telephone if promptly confirmed in writing, (ii) may be given to one or more of the Grantors at the same or different times and (iii) may suspend the rights of the Grantors under paragraph (a)(i) or paragraph (a)(iii) in part without suspending all such rights (as specified by the Collateral Agent in its sole and absolute discretion) and without waiving or otherwise

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affecting the Collateral Agent's rights to give additional notices from time to time suspending other rights so long as an Event of Default has occurred and is continuing.

ARTICLE IV

Security Interests in Personal Property

SECTION 4.01. Security Interest. (a) As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest (the "Security Interest"), in all right, title or interest now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Article 9 Collateral"):

(i) all Accounts;

(ii) all Chattel Paper;

(iii) all Deposit Accounts;

(iv) all Documents;

(v) all Equipment;

(vi) all Fixtures;

(vii) all General Intangibles;

(viii) all Instruments;

(ix) all Inventory;

(x) all Investment Property;

(xi) all letter-of-credit rights;

(xii) all books and records pertaining to the Collateral; and

(xiii) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

Notwithstanding the foregoing, the Article 9 Collateral shall not include (i) any Equipment that is subject to a purchase money lien or capital lease permitted under the Credit Agreement to the extent the documents relating to such purchase money lien or capital lease would not permit such Equipment to be subject to the Security Interest created hereby, (ii) any of Grantor's real property leaseholds; or (iii) any lease,

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license or other contract if the grant of a security interest in such lease, license or other contract in the manner contemplated by this Agreement, under the terms thereof or under applicable law, is prohibited or would give any other party the right to terminate such lease, license or other contract; provided in each case that any such limitation on the security interest granted hereunder shall only apply to the extent that any such prohibition or termination right would not be rendered ineffective pursuant to the UCC or any other applicable law.

(b) Each Grantor hereby irrevocably authorizes the Collateral Agent at any time and from time to time to file in any relevant jurisdiction, without the signature of such Grantor, any initial financing statements (including fixture filings) and amendments thereto that the Collateral Agent determines to be necessary or advisable to perfect, confirm, continue, enforce or protect the Security Interest granted by such Grantor, each such financing statement or amendment to name such Grantor as debtor and the Collateral Agent as secured party and to contain the information required by Article 9 of the Uniform Commercial Code of each applicable jurisdiction (and which may indicate the Collateral as "all assets"). Each Grantor agrees to provide such information to the Collateral Agent promptly upon request.

The Collateral Agent is further authorized to file filings with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) such documents as it may determine to be necessary or advisable for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor, without the signature of any Grantor, and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party.

(c) The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Article 9 Collateral.

SECTION 4.02. Representations and Warranties. The Grantors jointly and severally represent and warrant to the Collateral Agent and the Secured Parties that:

(a) each Grantor has good and valid rights in and title to the Article 9 Collateral with respect to which it has purported to grant a Security Interest hereunder and has full power and authority to grant to the Collateral Agent the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person other than any consent or approval that has been obtained;

(b) (i) the Perfection Certificate has been duly prepared, completed and executed and the information set forth therein, including the exact legal name of such Grantor, is correct and complete in all material respects. Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations containing a description of the Article 9 Collateral prepared by

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the Collateral Agent for filing in each governmental, municipal or other office specified in Schedule 6 to the Perfection Certificate have been reviewed by the Grantors and are acknowledged by the Grantors as being complete and correct, and such financing statements, filings, recordings or registrations are all the filings, recordings and registrations (other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Article 9 Collateral consisting of United States Patents, registered Trademarks and registered Copyrights) that are necessary to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Article 9 Collateral in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements; and (ii) each Grantor represents and warrants that a fully executed agreement in the form hereof and containing a description of all Article 9 Collateral consisting of Intellectual Property with respect to United States Patents and United States registered Trademarks (and Trademarks for which United States registration applications are pending) and United States registered Copyrights have been delivered to the Collateral Agent for recording by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, and otherwise as may be required pursuant to the laws of any other necessary jurisdiction, to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Article 9 Collateral consisting of Patents, registered Trademarks and registered Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, or in any other necessary jurisdiction, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary (other than such actions as are necessary to perfect the Security Interest with respect to any Article 9 Collateral consisting of Patents, registered Trademarks and registered Copyrights (or application for registration thereof) acquired or developed after the date hereof);

(c) the Security Interest constitutes (i) a legal and valid security interest in all the Article 9 Collateral securing the payment and performance of the Obligations, (ii) subject to the filings described in Section 4.02(b), a perfected security interest in all Article 9 Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code or other applicable law in such jurisdictions and (iii) a security interest that shall be perfected in all Article 9 Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable within the three-month period (commencing as of the date hereof) pursuant to 35 U.S.C. § 261 or 15 U.S.C. § 1060 or the one-month period (commencing as of the date hereof) pursuant

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to 17 U.S.C. § 205 and otherwise as may be required pursuant to the laws of any other necessary jurisdiction. The Security Interest is and shall be prior to any other Lien on any of the Article 9 Collateral, other than Liens permitted by Section 6.01 of the Credit Agreement; and

(d) the Article 9 Collateral is owned by the Grantors, free and clear of any Lien, except for Liens expressly permitted pursuant to Section 6.01 of the Credit Agreement. None of the Grantors has filed or consented to the filing of (i) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Article 9 Collateral, (ii) any assignment in which any Grantor assigns any Article 9 Collateral or any security agreement or similar instrument covering any Article 9 Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (iii) any assignment in which any Grantor assigns any Article 9 Collateral or any security agreement or similar instrument covering any Article 9 Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Liens expressly permitted pursuant to Section 6.01 of the Credit Agreement. None of the Grantors hold any commercial tort claim except as indicated on the Perfection Certificate.

SECTION 4.03. Covenants. (a) Each Grantor agrees promptly to notify the Collateral Agent in writing of any change (i) in its corporate name or any trade name used to identify it in the conduct of its business or in the ownership of its properties, (ii) in the location of its chief executive office, or its principal place of business, (iii) in its identity or type of organization or corporate structure, (iv) in its Federal Taxpayer Identification Number or organizational identification number, (v) in its jurisdiction of organization (including any such change resulting from any merger or consolidation involving such Grantor) or (vi) in the ownership of any Equity Interest pledged under this Agreement. Each Grantor agrees to promptly provide the Collateral Agent with certified organizational documents reflecting any of the changes described in the preceding sentence. Each Grantor agrees not to effect or permit any change referred to in the preceding sentence unless all filings have been made under the Uniform Commercial Code or otherwise that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected first priority security interest in all the Article 9 Collateral (subject to Liens permitted by Section 6.01 of the Credit Agreement). Each Grantor agrees promptly to notify the Collateral Agent if any material portion of the Article 9 Collateral owned or held by such Grantor is damaged or destroyed.

(b) Each Grantor agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Article 9 Collateral owned by it as is consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged, but in any event to include complete accounting records indicating all payments and proceeds received with respect to any part of the Article 9 Collateral, and, at such time or times as the Collateral Agent may reasonably request, promptly to prepare and deliver to the Collateral Agent a duly certified schedule or schedules in form and

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detail satisfactory to the Collateral Agent showing the identity, amount and location of any and all Article 9 Collateral.

(c) Each Grantor shall, at its own expense, take any and all actions necessary to defend title to the Collateral (other than Intellectual Property that is deemed by the board of directors of such Grantor to be immaterial to the conduct of its business and is deemed by the board of directors of such Grantor to constitute a *de minimus* portion of the Collateral) against all persons and to defend the Security Interest of the Collateral Agent in the Collateral against any Lien not expressly permitted pursuant to Section 6.01 of the Credit Agreement. Nothing in this Agreement shall prevent any Grantor from discontinuing the operation or maintenance of any of its assets or properties if such discontinuance is, in the judgment of its board of directors, desirable in the conduct of its business and would not materially adversely affect the rights of the Lenders.

(d) Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements (including fixture filings) or other documents in connection herewith or therewith. If any amount payable under or in connection with any of the Article 9 Collateral with an aggregate fair market value in excess of $100,000 shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged and delivered to the Collateral Agent, duly endorsed in a manner satisfactory to the Collateral Agent.

Without limiting the generality of the foregoing, each Grantor hereby authorizes the Collateral Agent, with prompt notice thereof to the Grantors, to supplement this Agreement by supplementing Schedule III or adding additional schedules hereto to specifically identify any asset or item that may constitute Copyrights, Licenses, Patents or Trademarks; provided, however, that any Grantor shall have the right, exercisable within 10 days after it has been notified by the Collateral Agent of the specific identification of such Article 9 Collateral, to advise the Collateral Agent in writing of any inaccuracy of the representations and warranties made by such Grantor hereunder with respect to such Article 9 Collateral. Each Grantor agrees that it will use its commercially reasonable efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct with respect to such Article 9 Collateral within 30 days after the date it has been notified by the Collateral agent of the specific identification of such Article 9 Collateral.

(e) The Collateral Agent and such persons as the Collateral Agent may reasonably designate shall have the right, at the Grantors' own cost and expense, to inspect the Article 9 Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Article 9 Collateral is located, to discuss the Grantors' affairs with the officers of the Grantors and their

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independent accountants and to verify under reasonable procedures, in accordance with Section 5.03 of the Credit Agreement, the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Article 9 Collateral, including, upon and during the continuance of an Event of Default or if the Collateral Agent deems such action necessary for the protection of the Secured Parties after consultation with you, in the case of Accounts or Article 9 Collateral in the possession of any third person, by contacting Account Debtors or the third person possessing such Article 9 Collateral for the purpose of making such a verification. The Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party, subject to Section 9.12 of the Credit Agreement.

(f) At its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Article 9 Collateral and not permitted pursuant to Section 6.01 of the Credit Agreement, and may pay for the maintenance and preservation of the Article 9 Collateral to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement, and each Grantor jointly and severally agrees to reimburse the Collateral Agent on demand for any payment made or any expense incurred by the Collateral Agent pursuant to the foregoing authorization; provided, however, that nothing in this Section 4.03(f) shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Article 9 Collateral Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

(g) Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Article 9 Collateral, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Collateral Agent and the Secured Parties from and against any and all liability for such performance.

(h) None of the Grantors shall make or permit to be made an assignment, pledge or hypothecation of the Article 9 Collateral or shall grant any other Lien in respect of the Article 9 Collateral, except as expressly permitted by Section 6.01 of the Credit Agreement. None of the Grantors shall make or permit to be made any transfer of the Article 9 Collateral, except as permitted by Section 6.02 of the Credit Agreement. Each Grantor agrees that it shall not permit any Inventory with an aggregate fair market value in excess of $100,000 to be in the possession or control of any warehouseman, bailee, agent or processor at any time unless such warehouseman, bailee, agent or processor shall have been notified of the Security Interest and shall have acknowledged in writing, in form and substance satisfactory to the Collateral Agent, that such warehouseman, bailee, agent or processor holds the Inventory for the benefit of the Collateral Agent subject to the Security Interest and shall act upon the instructions of the Collateral Agent without further consent from the Grantor, and that such warehouseman, agent, bailee or processor further agrees to waive and release any Lien held by it with respect to such Inventory, whether arising by operation of law or otherwise.

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(i) None of the Grantors will, without the Collateral Agent's prior written consent, grant any extension of the time of payment of any Accounts included in the Article 9 Collateral, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any person liable for the payment thereof or allow any credit or discount whatsoever thereon, other than extensions, credits, discounts, compromises or settlements granted or made in the ordinary course of business and consistent with its current practices and in accordance with such prudent and standard practice used in industries that are the same as or similar to those in which such Grantor is engaged.

(j) The Grantors, at their own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to the Inventory and Equipment in accordance with the requirements of the Credit Agreement. Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Article 9 Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Collateral Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent deems advisable. All sums disbursed by the Collateral Agent in connection with this Section 4.03(j), including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Grantors to the Collateral Agent and shall be additional Obligations secured hereby.

(k) Each Grantor shall legend, in form and manner satisfactory to the Collateral Agent, its Chattel Paper and its books, records and documents evidencing or pertaining thereto with an appropriate reference to the fact that such Chattel Paper have been assigned to the Collateral Agent for the benefit of the Secured Parties and that the Collateral Agent has a security interest therein.

SECTION 4.04. Other Actions. In order to further insure the attachment, perfection and priority of, and the ability of the Collateral Agent to enforce, the Collateral Agent's security interest in the Article 9 Collateral, each Grantor agrees, in each case at such Grantor's own expense, to take the following actions with respect to the following Article 9 Collateral:

(a) Instruments and Tangible Chattel Paper. If any Grantor shall at any time hold or acquire any Instruments or Tangible Chattel Paper in an amount in excess of $100,000, such Grantor shall forthwith endorse, assign and deliver the same to the Collateral Agent, accompanied by such instruments of transfer or assignment duly executed in blank as the Collateral Agent may from time to time specify.

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(b) Deposit Accounts. For each deposit account that any Grantor at any time opens or maintains, such Grantor shall, at the Collateral Agent's request and option, pursuant to an agreement in form and substance reasonably satisfactory to the Collateral Agent and such Grantor, either (a) cause the depositary bank to agree to comply at any time with instructions from the Collateral Agent to such depositary bank directing the disposition of funds from time to time credited to such deposit account, without further consent of such Grantor, or (b) arrange for the Collateral Agent to become the customer of the depositary bank with respect to the deposit account, with the Grantor being permitted, only with the consent of the Collateral Agent, to exercise rights to withdraw funds from such deposit account. The Collateral Agent agrees with each Grantor that the Collateral Agent shall not give any such instructions or withhold any withdrawal rights from any Grantor, unless an Event of Default has occurred and is continuing, or, after giving effect to any withdrawal would occur. The provisions of this paragraph shall not apply to (i) any deposit account for which any Grantor, the depositary bank and the Collateral Agent have entered into a cash collateral agreement specially negotiated among such Grantor, the depositary bank and the Collateral Agent for the specific purpose set forth therein, (ii) deposit accounts for which the Collateral Agent is the depositary, (iii) deposit accounts that contain less than $100,000; provided that the aggregate amount contained in deposit accounts excluded from the requirements of this paragraph (b) pursuant to this clause (iii) may not exceed $500,000 at any time and (iv) deposit accounts maintained for the sole purpose of receiving payments from customers pending disbursements to health plans and other third parties, provided that the amounts contained in such accounts are reflected as "Customer Deposits" on the consolidated balance sheet of the Borrower.

(c) Investment Property. If any Grantor shall at any time hold or acquire any certificated securities with a value in excess of $100,000, such Grantor shall forthwith endorse, assign and deliver the same to the Collateral Agent, accompanied by such instruments of transfer or assignment duly executed in blank as the Collateral Agent may from time to time specify. If any securities now or hereafter acquired by any Grantor are uncertificated and are issued to such Grantor or its nominee directly by the issuer thereof, such Grantor shall immediately notify the Collateral Agent thereof and, at the Collateral Agent's request and option, pursuant to an agreement in form and substance satisfactory to the Collateral Agent, either (a) cause the issuer to agree to comply with instructions from the Collateral Agent as to such securities, without further consent of any Grantor or such nominee, or (b) arrange for the Collateral Agent to become the registered owner of the securities. If any securities, whether certificated or uncertificated, or other investment property now or hereafter acquired by any Grantor are held by such Grantor or its nominee through a securities intermediary or commodity intermediary, such Grantor shall immediately notify the Collateral Agent thereof and, at the Collateral Agent's request and option, pursuant to an agreement in form and substance satisfactory to the Collateral Agent, either (i) cause such securities intermediary or (as the case may be) commodity intermediary to agree to comply with entitlement orders or other instructions from the Collateral Agent to such securities intermediary as to such securities or other investment property, or (as the case may be) to apply any value distributed on account of any commodity contract as directed by the Collateral Agent to such commodity intermediary, in each case without further consent of

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any Grantor or such nominee, or (ii) in the case of Financial Assets or other Investment Property held through a securities intermediary, arrange for the Collateral Agent to become the entitlement holder with respect to such investment property, with the Grantor being permitted, only with the consent of the Collateral Agent, to exercise rights to withdraw or otherwise deal with such investment property. The Collateral Agent agrees with each of the Grantors that the Collateral Agent shall not give any such entitlement orders or instructions or directions to any such issuer, securities intermediary or commodity intermediary, and shall not withhold its consent to the exercise of any withdrawal or dealing rights by any Grantor, unless an Event of Default has occurred and is continuing, or, after giving effect to any such investment and withdrawal rights would occur. The provisions of this paragraph shall not apply to any financial assets credited to a securities account for which the Collateral Agent is the securities intermediary.

(d) Electronic Chattel Paper and Transferable Records. If any Grantor at any time holds or acquires an interest in any electronic chattel paper or any "transferable record," as that term is defined in Section 201 of the Federal Electronic Signatures in Global and National Commerce Act, or in § 16 of the Uniform Electronic Transactions Act as in effect in any relevant jurisdiction, such Grantor shall promptly notify the Collateral Agent thereof and, at the request of the Collateral Agent, shall take such action as the Collateral Agent may reasonably request to vest in the Collateral Agent control under UCC § 9-105 of such electronic chattel paper or control under Section 201 of the Federal Electronic Signatures in Global and National Commerce Act or, as the case may be, § 16 of the Uniform Electronic Transactions Act, as so in effect in such jurisdiction, of such transferable record. The Collateral Agent agrees with such Grantor that the Collateral Agent will arrange, pursuant to procedures satisfactory to the Collateral Agent and so long as such procedures will not result in the Collateral Agent's loss of control, for the Grantor to make alterations to the electronic chattel paper or transferable record permitted under UCC § 9-105 or, as the case may be, Section 201 of the Federal Electronic Signatures in Global and National Commerce Act or § 16 of the Uniform Electronic Transactions Act for a party in control to allow without loss of control, unless an Event of Default has occurred and is continuing or would occur after taking into account any action by such Grantor with respect to such electronic chattel paper or transferable record.

(e) Letter-of-Credit Rights. If any Grantor is at any time a beneficiary under a letter of credit now or hereafter issued in favor of such Grantor in an amount in excess of $100,000, such Grantor shall promptly notify the Collateral Agent thereof and, at the request and option of the Collateral Agent, such Grantor shall, pursuant to an agreement in form and substance satisfactory to the Collateral Agent, either (i) arrange for the issuer and any confirmer of such letter of credit to consent to an assignment to the Collateral Agent of the proceeds of any drawing under the letter of credit or (ii) arrange for the Collateral Agent to become the transferee beneficiary of the letter of credit, with the Collateral Agent agreeing, in each case, that the proceeds of any drawing under the letter of credit are to be paid to the applicable Grantor unless an Event of Default has occurred and is continuing, in which case they will be applied to the repayment of Loans in the manner set forth in the Credit Agreement.

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(f) Commercial Tort Claims. If any Grantor shall at any time hold or acquire a commercial tort claim in an amount reasonably estimated to exceed $750,000 pursuant to any action, suit or proceeding, the Grantor shall immediately notify the Collateral Agent in a writing signed by such Grantor of the brief details thereof and grant to the Collateral Agent in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Collateral Agent.

SECTION 4.05. Covenants Regarding Patent, Trademark and Copyright Collateral. (a) Each Grantor agrees that it will not, and will not permit any of its licensees to, do any act, or omit do to any act, whereby any Patent that is material to the conduct of such Grantor's business could reasonably be expected to become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by a Patent with the relevant patent number as necessary and sufficient to establish and preserve its material rights under applicable patent laws.

(b) Each Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark material to the conduct of such Grantor's business, (i) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use, (ii) maintain the quality of products and services offered under such Trademark, (iii) display such Trademark with notice of Federal or foreign registration to the extent necessary and sufficient in its reasonable judgment to establish and preserve its material rights under applicable law and (iv) not knowingly use or knowingly permit the use of such Trademark in violation of any third party rights.

(c) Each Grantor (either itself or through its licensees or sublicensees) will, for each work covered by a material Copyright, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary and sufficient in its reasonable judgment to establish and preserve its material rights under applicable copyright laws.

(d) Each Grantor shall notify the Collateral Agent immediately if it knows or has reason to know that any Patent, Trademark or Copyright material to the conduct of its business could reasonably be expected to become abandoned, lost or dedicated to the public, or of any materially 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, United States Copyright Office or any court or similar office of any country) regarding such Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or its right to keep and maintain the same.

(e) In no event shall any Grantor, either itself or through any agent, employee, licensee or designee, file an application for any Patent, Trademark or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, unless it promptly informs the Collateral Agent, and, upon request of

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the Collateral Agent, executes and delivers any and all agreements, instruments, documents and papers as the Collateral Agent may request to evidence the Collateral Agent's security interest in such Patent, Trademark or Copyright, and each Grantor hereby appoints the Collateral Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(f) Each Grantor will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each material application relating to the Patents, Trademarks and/or Copyrights (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the conduct of any Grantor's business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancelation proceedings against third parties.

(g) In the event that any Grantor has reason to believe that any Article 9 Collateral consisting of a Patent, Trademark or Copyright material to the conduct of any Grantor's business has been or is about to be infringed, misappropriated or diluted by a third party, such Grantor promptly shall notify the Collateral Agent and shall, if the board of directors of such Grantor deems such action desirable and further deems that the failure to take such action would not materially adversely affect the rights of the Lenders, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral.

(h) Upon and during the continuance of an Event of Default, each Grantor shall use its best efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all such Grantor's right, title and interest thereunder to the Collateral Agent or its designee.

SECTION 4.06. Lockbox System. (a) Within 90 days after the Effective Date, the Grantors shall establish in the name of the Collateral Agent, and subject to the control of the Collateral Agent pursuant to the Lockbox Agreements, for the ratable benefit of the Collateral Agent and the other Secured Parties, a system of lockboxes and related deposit accounts (the "Lockbox System") with one or more financial institutions that are reasonably satisfactory to the Collateral Agent into which the Proceeds of all Accounts and Inventory shall be deposited and forwarded to the Collateral Agent in accordance with the Lockbox Agreements.

(b) All Proceeds of Inventory and Accounts that have been received on any Business Day through the Lockbox System will be transferred into the Concentration Account, which the Grantors shall establish in connection with the Lockbox System, on

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such Business Day to the extent required by the applicable Lockbox Agreement. All Proceeds stemming from the sale of a substantial portion of the Article 9 Collateral (other than Proceeds of Inventory and Accounts) that have been received by a Grantor on any Business Day will be transferred into the Concentration Account on such Business Day. All Proceeds received on any Business Day by the Collateral Agent pursuant to Section 4.07 will be transferred into the Concentration Account on such Business Day.

(c) Once established, the Concentration Account shall be, and shall remain, under the sole dominion and control of the Collateral Agent. Each Grantor acknowledges and agrees that (i) such Grantor shall have no right of withdrawal from the Concentration Account, (ii) the funds on deposit in the Concentration Account shall continue to be collateral security for all of the Obligations and (iii) upon the occurrence and during the continuance of an Event of Default, at the Collateral Agent's election, the funds on deposit in the Concentration Account shall be applied as provided in Section 5.02. So long as no Event of Default has occurred and is continuing, the Collateral Agent shall promptly remit any funds on deposit in the Concentration Account to the General Fund Account and the Borrower shall have the right, at any time and from time to time, to withdraw such amounts from the General Fund Account as it shall deem to be necessary or desirable.

(d) Effective upon notice to the Grantors from the Collateral Agent after the occurrence and during the continuance of an Event of Default (which notice may be given by telephone if promptly confirmed in writing), the Concentration Account will, without any further action on the part of any Grantor, the Collateral Agent or any Sub-Agent, convert into a closed lockbox account under the exclusive dominion and control of the Collateral Agent in which funds are held subject to the rights of the Collateral Agent hereunder. Each Grantor irrevocably authorizes the Collateral Agent to notify each Sub-Agent (i) of the occurrence of an Event of Default and (ii) of the matters referred to in this paragraph (d). Following the occurrence of an Event of Default, the Collateral Agent may instruct each Sub-Agent to transfer immediately all funds held in each deposit account to the Concentration Account. Each Grantor hereby agrees to irrevocably direct each Sub-Agent to comply with the instructions of the Collateral Agent with respect to the Collection Deposit Account without further consent from the Grantor or any other Person.

SECTION 4.07. Collections. (a) Each Grantor agrees (i) to notify and direct promptly each Account Debtor and every other person obligated to make payments on Accounts or in respect of any Inventory to make all such payments directly to the Lockbox System established in accordance with Section 4.06, (ii) to use all reasonable efforts to cause each Account Debtor and every other person identified in clause (i) above to make all payments with respect to Accounts and Inventory directly to the Lockbox System and (iii) promptly to deposit all payments received by it on account of Accounts and Inventory, whether in the form of cash, checks, notes, drafts, bills of exchange, money orders or otherwise, in the Lockbox System in precisely the form in which received (but with any endorsements of such Grantor necessary for deposit or collection), and until they are so deposited such payments shall be held in trust by such Grantor for and as the property of the Collateral Agent.

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(b) Without the prior written consent of the Collateral Agent, no Grantor shall, in a manner adverse to the Lenders, change the general instructions given to Account Debtors in respect of payment on Accounts to be deposited in the Lockbox System. Until the Collateral Agent shall have advised the Grantors to the contrary, each Grantor shall, and the Collateral Agent hereby authorizes each Grantor to, enforce and collect all amounts owing on the Inventory and Accounts, for the benefit and on behalf of the Collateral Agent and the other Secured Parties; provided, however, that such privilege may at the option of the Collateral Agent be terminated upon the occurrence and during the continuance of any Event of Default.

ARTICLE V

Remedies

SECTION 5.01. Remedies upon Default. Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees to deliver each item of Collateral to the Collateral Agent on demand, and it is agreed that the Collateral Agent shall have the right to take any of or all the following actions at the same or different times: (a) with respect to any Article 9 Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Article 9 Collateral by the applicable Grantors to the Collateral Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or nonexclusive basis, any such Article 9 Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and (b) with or without legal process and with or without prior notice or demand for performance, to take possession of the Article 9 Collateral and without liability for trespass to enter any premises where the Article 9 Collateral may be located for the purpose of taking possession of or removing the Article 9 Collateral and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Article 9 Collateral or Pledged Collateral, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. The Collateral Agent shall be authorized at any such sale (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing the Article 9 Collateral or Pledged Collateral for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Article 9 Collateral or Pledged Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and the Grantors hereby waive (to the extent permitted by law) all rights of redemption, stay and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

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The Collateral Agent shall give the Grantors 10 days' written notice (which each Grantor or Pledgor agrees is reasonable notice within the meaning of Section 9-611 of the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral or Pledged Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Article 9 Collateral or Pledged Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Article 9 Collateral or Pledged Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Article 9 Collateral or Pledged Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Article 9 Collateral or Pledged Collateral is made on credit or for future delivery, the Article 9 Collateral or Pledged Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Article 9 Collateral or Pledged Collateral so sold and, in case of any such failure, such Article 9 Collateral or Pledged Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Section, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor or Pledgor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or Pledged Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from any Grantor or Pledgor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor or Pledgor therefor. For purposes hereof, a written agreement to purchase the Article 9 Collateral or Pledged Collateral or any portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor or Pledgor shall be entitled to the return of the Article 9 Collateral or Pledged Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Article 9 Collateral or Pledged Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver. Any

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sale pursuant to the provisions of this Section 5.01 shall be deemed to conform to the commercially reasonable standards as provided in Section 9-504(3) of the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions.

SECTION 5.02. Application of Proceeds. The Collateral Agent shall apply the proceeds of any collection or sale of Article 9 Collateral or Pledged Collateral, as well as any Article 9 Collateral or Pledged Collateral consisting of cash, as follows:

FIRST, to the payment of all costs and expenses incurred by the Collateral Agent in connection with such collection or sale or otherwise in connection with this Agreement, any other Loan Document or any of the Obligations, including all court costs and the fees and expenses of its agents and legal counsel, the repayment of all advances made by the Collateral Agent or the Administrative Agent hereunder or under any other Loan Document on behalf of any Grantor and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment in full of the Obligations (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the amounts of the Obligations owed to them on the date of any such distribution); and

THIRD, to the Grantors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of Article 9 Collateral or Pledged Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Article 9 Collateral or Pledged Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 5.03. Grant of License to Use Intellectual Property. For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Article at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent an irrevocable, nonexclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sublicense any of the Article 9 Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The use of such license by the Collateral Agent shall be exercised, at the option of the Collateral Agent, upon the

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occurrence and during the continuation of an Event of Default; provided that any license, sublicense or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

SECTION 5.04. Securities Act, etc. In view of the position of the Grantors in relation to the Pledged Securities, or because of other current or future circumstances, a question may arise under the Securities Act of 1933, as now or hereafter in effect, or any similar statute hereafter enacted analogous in purpose or effect (such Act and any such similar statute as from time to time in effect being called the "Federal Securities Laws") with respect to any disposition of the Pledged Securities permitted hereunder. Each Grantor understands that compliance with the Federal Securities Laws might very strictly limit the course of conduct of the Collateral Agent if the Collateral Agent were to attempt to dispose of all or any part of the Pledged Securities, and might also limit the extent to which or the manner in which any subsequent transferee of any Pledged Securities could dispose of the same. Similarly, there may be other legal restrictions or limitations affecting the Collateral Agent in any attempt to dispose of all or part of the Pledged Securities under applicable Blue Sky or other state securities laws or similar laws analogous in purpose or effect. Each Grantor recognizes that in light of such restrictions and limitations the Collateral Agent may, with respect to any sale of the Pledged Securities, limit the purchasers to those who will agree, among other things, to acquire such Pledged Securities for their own account, for investment, and not with a view to the distribution or resale thereof. Each Grantor acknowledges and agrees that in light of such restrictions and limitations, the Collateral Agent, in its sole and absolute discretion (a) may proceed to make such a sale whether or not a registration statement for the purpose of registering such Pledged Securities or part thereof shall have been filed under the Federal Securities Laws and (b) may approach and negotiate with a single potential purchaser to effect such sale. Each Grantor acknowledges and agrees that any such sale might result in prices and other terms less favorable to the seller than if such sale were a public sale without such restrictions. In the event of any such sale, the Collateral Agent shall incur no responsibility or liability for selling all or any part of the Pledged Securities at a price that the Collateral Agent, in its sole and absolute discretion, may in good faith deem reasonable under the circumstances, notwithstanding the possibility that a substantially higher price might have been realized if the sale were deferred until after registration as aforesaid or if more than a single purchaser were approached. The provisions of this Section 5.04 will apply notwithstanding the existence of a public or private market upon which the quotations or sales prices may exceed substantially the price at which the Collateral Agent sells.

ARTICLE VI

Indemnity and Subrogation

SECTION 6.01. Indemnity and Subrogation. In addition to all such rights of indemnity and subrogation as the Subsidiary Parties may have under applicable law (but subject to Section 6.03), the Borrower agrees that (a) in the event a payment shall be made by any Subsidiary Party under this Agreement, the Borrower shall indemnify such

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Subsidiary Party for the full amount of such payment and such Subsidiary Party shall be subrogated to the rights of the person to whom such payment shall have been made to the extent of such payment and (b) in the event any assets of any Subsidiary Party shall be sold pursuant to any Security Document to satisfy a claim of any Secured Party, the Borrower shall indemnify such Subsidiary Party in an amount equal to the greater of the book value or the fair market value of the assets so sold.

SECTION 6.02. Contribution and Subrogation. Each Subsidiary Party (a "Contributing Guarantor") agrees (subject to Section 6.03) that, in the event a payment shall be made by any other Subsidiary Party under this Agreement or assets of any other Subsidiary Party shall be sold pursuant to any Security Document to satisfy a claim of any Secured Party and such other Subsidiary Party (the "Claiming Guarantor") shall not have been fully indemnified by the Borrower as provided in Section 6.01, the Contributing Guarantor shall indemnify the Claiming Guarantor in an amount equal to the amount of such payment or the greater of the book value or the fair market value of such assets, as the case may be, in each case multiplied by a fraction of which the numerator shall be the net worth of the Contributing Guarantor on the date hereof and the denominator shall be the aggregate net worth of all the Subsidiary Parties on the date hereof (or, in the case of any Subsidiary Party becoming a party hereto pursuant to Section 7.16, the date of the Supplement hereto executed and delivered by such Subsidiary Party). Any Contributing Guarantor making any payment to a Claiming Guarantor pursuant to this Section 6.02 shall be subrogated to the rights of such Claiming Guarantor under Section 6.01 to the extent of such payment.

SECTION 6.03. Subordination. Notwithstanding any provision of this Agreement to the contrary, all rights of the Subsidiary Parties under Sections 6.01 and 6.02 and all other rights of indemnity, contribution or subrogation under applicable law or otherwise shall be fully subordinated to the indefeasible payment in full in cash of the Obligations. No failure on the part of the Borrower or any Subsidiary Party to make the payments required by Sections 6.01 and 6.02 (or any other payments required under applicable law or otherwise) shall in any respect limit the obligations and liabilities of any Subsidiary Party with respect to its obligations hereunder, and each Subsidiary Party shall remain liable for the full amount of the obligations of such Subsidiary Party hereunder.

ARTICLE VII

Miscellaneous

SECTION 7.01. Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to any Subsidiary Loan Party shall be given to it at its address or telecopy number set forth on Schedule 7.01, with a copy to the Borrower.

SECTION 7.02. Security Interest Absolute. All rights of the Collateral Agent hereunder, the Security Interest, the grant of a security interest in the Pledged

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Collateral and all obligations of each Grantor hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Obligations or this Agreement.

SECTION 7.03. Survival of Agreement. All covenants, agreements, representations and warranties made by the Loan Parties in the Loan Documents and in the certificates or other instruments delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the other parties hereto and shall survive the execution and delivery of the Loan Documents and the making of any Loans, regardless of any investigation made by any such other party or on its behalf and notwithstanding that the Collateral Agent or any Lender may have had notice or knowledge of any Default or incorrect representation or warranty at the time any credit is extended hereunder, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any fee or any other amount payable under this Agreement is outstanding and unpaid and so long as the Commitments have not expired or terminated.

SECTION 7.04. Binding Effect; Several Agreement. This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective successors and assigns, and shall inure to the benefit of such Grantor, the Collateral Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Article 9 Collateral or Pledge Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 7.05. Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successor and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Collateral Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

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SECTION 7.06. Collateral Agent's Fees and Expenses; Indemnification. (a) Each Grantor jointly and severally agrees to pay upon demand to the Collateral Agent the amount of any and all reasonable out-of-pocket expenses, including the reasonable fees, disbursements and other charges of its counsel and of any experts or agents, which the Collateral Agent may incur in connection with (i) the administration of this Agreement (including the customary fees and charges of the Collateral Agent for any audits conducted by it or on its behalf with respect to the Accounts Receivable or Inventory), (ii) the custody or preservation of, or the sale of, collection from or other realization upon any of the Article 9 Collateral or Pledged Collateral, (iii) the exercise, enforcement or protection of any of the rights of the Collateral Agent hereunder or (iv) the failure of any Grantor to perform or observe any of the provisions hereof.

(b) Without limitation of its indemnification obligations under the other Loan Documents, each Grantor jointly and severally agrees to indemnify the Collateral Agent and the other Indemnitees (as defined in Section 9.03 of the Credit Agreement) against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including the fees, charges and disbursements of any counsel for any Indemnitee, incurred by or asserted against any Indemnitee arising out of, in connection with, or as a result of, the execution, delivery or performance of this Agreement or any claim, litigation, investigation or proceeding relating hereto or to the Article 9 Collateral or Pledged Collateral, whether or not any Indemnitee is a party thereto; provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction to have resulted from the gross negligence or wilful misconduct of such Indemnitee.

(c) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section 7.06 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Obligations, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Collateral Agent or any other Secured Party. All amounts due under this Section 7.06 shall be payable on written demand therefor.

SECTION 7.07. Collateral Agent Appointed Attorney-in-Fact. Each Grantor hereby appoints the Collateral Agent the attorney-in-fact of such Grantor for the purpose of carrying out the provisions of this Agreement and taking any action and executing any instrument that the Collateral Agent may deem necessary or advisable to accomplish the purposes hereof, which appointment is irrevocable and coupled with an interest. Without limiting the generality of the foregoing, the Collateral Agent shall have the right, upon the occurrence and during the continuance of an Event of Default, with full power of substitution either in the Collateral Agent's name or in the name of such Grantor (a) in the case of a Grantor (i) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Article 9 Collateral or any part thereof; (ii) to demand, collect, receive

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payment of, give receipt for and give discharges and releases of all or any of the Article 9 Collateral; (iii) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Article 9 Collateral; (iv) to send verifications of Accounts Receivable to any Account Debtor; (v) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Article 9 Collateral or to enforce any rights in respect of any Article 9 Collateral; (vi) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Article 9 Collateral; (vii) to notify, or to require any Grantor to notify, Account Debtors to make payment directly to the Collateral Agent; and (viii) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Article 9 Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Article 9 Collateral for all purposes; and (b) in the case of a Pledgor (i) to ask for, demand, sue for, collect, receive and give acquittance for any and all moneys due or to become due under and by virtue of any Pledged Collateral; (ii) to endorse checks, drafts, orders and other instruments for the payment of money payable to the Pledgor representing any interest or dividend or other distribution payable in respect of the Pledge Collateral or any part thereof or on account thereof and to give full discharge of the same; (iii) to settle, compromise, prosecute or defend any action, claim or proceeding with respect thereto; and (iv) to sell, assign, endorse, pledge, transfer and to make any agreement respecting, or otherwise deal with, the same; provided, however, that nothing herein contained shall be construed as requiring or obligating the Collateral Agent to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent, or to present or file any claim or notice, or to take any action with respect to the Article 9 Collateral or the Pledged Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby. The Collateral Agent and the other Secured Parties shall be accountable only for amounts actually received as a result of the exercise of the powers granted to them herein, and neither they nor their officers, directors, employees or agent shall be responsible to any Grantor or Pledgor for any act or failure to act hereunder, except for their own gross negligence or wilful misconduct.

SECTION 7.08. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 7.09. Waivers; Amendment. (a) No failure or delay by the Collateral Agent, the Administrative Agent or any Lender in exercising any right or power hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Collateral Agent, the Administrative Agent and the Lenders hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provision of any Loan Document or consent to any departure by any Loan Party therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) of this Section, and then such waiver

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or consent shall be effective only in the specific instance and for the purpose for which given. Without limiting the generality of the foregoing, the making of a Loan shall not be construed as a waiver of any Default, regardless of whether the Collateral Agent, any Lender or the Administrative Agent may have had notice or knowledge of such Default at the time.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Collateral Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.02 of the Credit Agreement.

SECTION 7.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

SECTION 7.11. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 7.12. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute a single contract (subject to Section 7.04), and shall become effective as provided in Section 7.04. Delivery of an executed signature page to this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 7.13. Headings. Article and Section headings used herein are for the purpose of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 7.14. Jurisdiction; Consent to Service of Process. (a) Each of the parties hereto hereby irrevocably and unconditionally submits, for itself and its

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property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to any Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Loan Document shall affect any right that the Collateral Agent, the Issuing Bank or any Lender or any Loan Party may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document in the courts of any jurisdiction.

(b) Each of the parties hereto hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (a) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 7.01. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 7.15. Termination or Release. (a) This Agreement, the Guarantees, the Security Interest and all other security interests granted hereby shall terminate when all the Obligations have been indefeasibly paid in full and the Lenders have no further commitment to lend under the Credit Agreement.

(b) A Grantor shall automatically be released from its obligations hereunder and the Security Interest in the Article 9 Collateral of such Grantor shall be automatically released in the event that all the capital stock of such Grantor shall be sold, transferred or otherwise disposed of to a person that is not the Borrower or an Affiliate of the Borrower in a transaction permitted by the Credit Agreement.

(c) Upon any sale or other transfer by any Grantor of any Pledged Collateral that is permitted under the Credit Agreement to any person that is not a Loan Party, or, upon the effectiveness of any written consent to the release of the security interest granted hereby in any Pledged Collateral pursuant to Section 9.02(b) of the Credit Agreement, the security interest in such Pledged Collateral shall be automatically released.

(d) Upon any sale or other transfer by any Grantor of any Article 9 Collateral that is permitted under the Credit Agreement to any person that is not a Loan

TRADEMARK
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Party, or, upon the effectiveness of any written consent to the release of the security interest granted hereby in any Article 9 Collateral pursuant to Section 9.02(b) of the Credit Agreement, the security interest in such Article 9 Collateral shall be automatically released.

(e) In connection with any termination or release pursuant to paragraph (a), (b), (c) or (d), the Collateral Agent shall execute and deliver to any Grantor, as the case may be, at such Grantor's expense, all documents that such Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of documents pursuant to this Section 7.15 shall be without recourse to or warranty by the Collateral Agent.

SECTION 7.16. Additional Subsidiaries. Pursuant to Section 5.12 of the Credit Agreement, each US Subsidiary that was not in existence or not a Subsidiary on the date of the Credit Agreement is required to enter in this Agreement (a) as a Subsidiary Party, (b) as a Grantor and (c) as a Pledgor. Upon execution and delivery by the Collateral Agent and a Subsidiary of an instrument in the form of Annex I hereto, such Subsidiary shall become a Loan Party hereunder with the same force and effect as if originally named as a Loan Party herein. The execution and delivery of any such instrument shall not require the consent of any Loan Party hereunder. The rights and obligations of each Loan Party hereunder shall remain in full force and effect notwithstanding the addition of any new Loan Party as a party to this Agreement.

SECTION 7.17. Kentucky Law Interpretation. To the extent that the laws of the Commonwealth of Kentucky are at any point deemed to apply to the interpretation of this Agreement, and for purposes of Kentucky Revised Statutes Section 371.065 (the "Kentucky Guaranty Statute") only (it being recognized that it is the intent of all parties hereto that the laws of the State of New York shall govern the interpretation of this Agreement, as set forth in Section 7.08 hereof), the maximum joint and several liability of each Grantor hereunder for principal amounts owed by the Borrower to the Lenders under the Credit Agreement shall be $150,000,000 and the date on which the Grantors' obligations hereunder shall terminate shall be the date that is one year following the later of the "Revolving Maturity Date" and the "Term Maturity Date" (as each term is defined in the Credit Agreement, as amended from time to time); provided, however, that any termination of the obligations of the Grantors hereunder on that date does not affect the liability of the Grantors with respect to (a) Obligations created or incurred prior to that date that remain unpaid; or (b) extension or renewals of, interest accruing on, or fees, costs or expenses incurred with respect to, the Obligations on or after that date; and provided further, that, in the event that the Credit Agreement or any other Loan Document shall be deemed to be governed by the laws of the Commonwealth of Kentucky, the security interest granted under the Loan Documents to the Collateral Agent for the benefit of the Secured Parties shall not be terminated, rendered null and void, be deemed subordinated to the security interest in the Collateral granted to any other Person or otherwise restricted or diminished.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SHPS, INC.,

by

Name:
Title:

SHPS HOLDINGS, INC.,

by

Name:
Title:

EACH OF THE SUBSIDIARIES LISTED ON SCHEDULE I HERETO,

by

Name:
Title:

JPMORGAN CHASE BANK, as Collateral Agent,

by

Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

SHPS, INC.,

by

Name:
Title:

SHPS HOLDINGS, INC.,

by

Name:
Title:

EACH OF THE SUBSIDIARIES LISTED ON SCHEDULE I HERETO,

by

Name:
Title:

JPMORGAN CHASE BANK, as Collateral Agent,

by

Name: THOMAS T. HOU
Title: VICE PRESIDENT

Schedule I to the Guarantee and Collateral Agreement

1. SHPS Health Management Solutions, Inc.
2. SHPS Human Resource Solutions, Inc.
3. eBenX, Inc.
4. Arbor Associates, Inc.
5. National Health Services, Inc.
6. Landacorp, Inc.
7. Promedex, Inc.
8. PatientCentrix, Inc.

Schedule II to the Guarantee and Collateral Agreement

EQUITY INTERESTS

Issuer	Cert. No.	Registered Owner	Number and Class of Shares	Percentage of Shares (%)
SHPS, Inc.	Various	SHPS Holdings, Inc.	15,248,256 common[1]	94
	A-1	SHPS Holdings, Inc.	300,000 series A preferred	100
	B-1	SHPS Holdings, Inc.	800,000 series B preferred	100
SHPS Health Management Solutions, Inc. f/k/a Health International, Inc.	No Number	SHPS, Inc.	100 common	100
SHPS Human Resource Solutions, Inc. f/k/a Sykes HealthPlan Service Bureau, Inc.	4	SHPS, Inc.	100 common	100
eBenX, Inc.	PM-1	SHPS, Inc.	1,000 common	100
Arbor Associates, Inc.	1	eBenX, Inc.	1,000 common	100
National Health Services, Inc.	15	SHPS, Inc.	8,499,998 common	100
Landacorp, Inc.	2	SHPS, Inc.	100 common	100
Promedex, Inc.	2	Landacorp, Inc.	1,000 common	100
PatientCentrix, Inc.	1	Landacorp, Inc.	1,000 common	100

[1] SHPS, Inc. will repurchase 3,877,858 shares of common stock owned by SHPS Holdings, Inc. pursuant to the Holdings Redemption. As a result of this redemption, SHPS, Inc. will have 12,320,035 shares of common stock issued and outstanding, of which SHPS Holdings, Inc. will be the owner of 11,370,398 shares.

DEBT SECURITIES

Issuer	Principal Amount	Date of Note	Maturity Date
Brennan, Mike	$110,000	February 10, 2004	March 31, 2010
Gannett, Jr., John D.	$312,500	April 1, 2001	June 30, 2007
Haick, David	$55,000	February 10, 2004	March 31, 2010
Keller, Reed	$110,000	February 10, 2004	March 31, 2010
Mehrotra, Rishabh	$110,000	February 10, 2004	March 31, 2010
Nelson, David A.	$202,499	February 10, 2004	March 31, 2010
Ryland, Merle A.	$937,500	September 1, 2002	September 1, 2007
Ryland, Merle A.	$202,499	February 10, 2004	March 31, 2010
Scully, Tom	$200,002	February 10, 2004	March 31, 2010
Stoneback, Keith	$110,000	February 10, 2004	March 31, 2010
Knittle, Paul	$26,000	August 10, 2004	August 9, 2005

Schedule III to the
Guarantee and
Collateral Agreement

U.S. COPYRIGHTS OWNED BY SHPS HOLDINGS, INC.

U.S. Copyright Registrations
None

Pending U.S. Copyright Applications for Registration
None

Non-U.S. Copyright Registrations
None

Non-U.S. Pending Copyright Applications for Registration
None

LICENSES

PART I
LICENSES/SUBLICENSEES OF SHPS HOLDINGS, INC.
AS LICENSOR ON DATE HEREOF

A. Copyrights
None

B. Patents
None

C. Trademarks
None

D. Others
None

PART 2
LICENSES/SUBLICENSES OF SHPS HOLDINGS, Inc.
AS LICENSEE ON DATE HEREOF

Grantor holds various "off the shelf" licenses in commercial software products, which are governed by standard terms and conditions.

PATENTS OWNED BY SHPS HOLDINGS, INC.

U.S. Patent Registrations
None

U.S. Patent Applications
None

Non-U.S. Patent Registrations
None

Non-U.S. Patent Registrations
None

TRADEMARK/TRADE NAMES OWNED BY SHPS HOLDINGS, INC.

U.S. Trademark Registrations
None

U.S. Trademark Applications
None

State Trademark Registrations
None

Non-U.S. Trademark Registrations
None

Non-U.S. Trademark Applications
None

Trade Names
None

Schedule III to the
Guarantee and
Collateral Agreement

U.S. COPYRIGHTS OWNED BY SHPS, Inc.

U.S. Copyright Registrations
None

Pending U.S. Copyright Applications for Registration
None

Non-U.S. Copyright Registrations
None

Non-U.S. Pending Copyright Applications for Registration
None

LICENSES

PART I
LICENSES/SUBLICENSEES OF SHPS, Inc.
AS LICENSOR ON DATE HEREOF

A. Copyrights
None

B. Patents
None

C. Trademarks
None

D. Others
None

PART 2
LICENSES/SUBLICENSES OF SHPS, Inc.
AS LICENSEE ON DATE HEREOF

Grantor holds various "off the shelf" licenses in commercial software products, which are governed by standard terms and conditions.

PATENTS OWNED BY SHPS, Inc.

U.S. Patent Registrations
None

U.S. Patent Applications
None

Non-U.S. Patent Registrations
None

Non-U.S. Patent Registrations
None

TRADEMARK/TRADE NAMES OWNED BY SHPS, Inc.

U.S. Trademark Registrations

Mark	Reg. Date	Reg. No
SHPS	September 19, 2000	2,388,299 (Service Mark)
SHPS and Design	May 8, 2001	2,449,548 (Trademark)
SHPS	May 15, 2001	2,451,339 (Trademark)
SHPS and DESIGN	December 11, 2001	2,517,784 (Service Mark
PEOPLETECHNOLOGY	April 8, 2003	2,705,082 (Service Mark

U.S. Trademark Applications

Mark	Filing Date	Application No.
MEDALLION	January 16, 2004	78/353,246
VOYANT	January 16, 2004	78/352,816
BENEFICIA	January 15, 2004	78/352,512

State Trademark Registrations
None

Non-U.S. Trademark Registrations
None

Non-U.S. Trademark Applications
None

Trade Names
None

Schedule III to the
Guarantee and
Collateral Agreement

U.S. COPYRIGHTS OWNED BY SHPS Human Resource Solutions, Inc.

U.S. Copyright Registrations
None

Pending U.S. Copyright Applications for Registration
None

Non-U.S. Copyright Registrations
None

Non-U.S. Pending Copyright Applications for Registration
None

LICENSES/SUBLICENSE OF SHPS Human Resource Solutions, Inc.

PART I
LICENSES/SUBLICENSEES OF SHPS Human Resource Solutions, Inc.
AS LICENSOR ON DATE HEREOF

A. Copyrights
None

B. Patents
None

C. Trademarks
None

D. Others
None

PART 2
LICENSES/SUBLICENSES OF SHPS Human Resource Solutions, Inc.
AS LICENSEE ON DATE HEREOF

Grantor holds various "off the shelf" licenses in commercial software products, which are governed by standard terms and conditions.

PATENTS OWNED BY SHPS Human Resource Solutions, Inc.

U.S. Patent Registrations
None

U.S. Patent Applications
None

Non-U.S. Patent Registrations
None

Non-U.S. Patent Registrations
None

TRADEMARK/TRADE NAMES OWNED: SHPS Human Resource Solutions, Inc.

U.S. Trademark Registrations
None

U.S. Trademark Applications
None

State Trademark Registrations
None

Non-U.S. Trademark Registrations
None

Non-U.S. Trademark Applications
None

Trade Names
None

Schedule III to the
Guarantee and
Collateral Agreement

U.S. COPYRIGHTS OWNED BY SHPS Health Management Solutions, Inc.

U.S. Copyright Registrations
None

Pending U.S. Copyright Applications for Registration
None

Non-U.S. Copyright Registrations
None

Non-U.S. Pending Copyright Applications for Registration
None

LICENSES/SUBLICENSES OF SHPS Health Management Solutions, Inc.

PART I
LICENSES/SUBLICENSEES OF SHPS Health Management Solutions, Inc.
AS LICENSOR ON DATE HEREOF

A. Copyrights

License Name and Address	Date of License Sublicense	Title of U.S. Copyright	Author	Reg. No.
Izinga CM International Ltd. St. Paul's 32 Warwick Ln London	October 11, 1999	CareWise Guide: Self Care from Head to Toe	Employee Managed Care Corporation	TX-4-138-942

B. Patents
None

C. Trademarks
None

D. Others

Licensee Name and Address	Date of License/Sublicense	Subject Matter
Impilo Ltd. c/o Sanlam Health (Pty) Ltd. 2 Strand Street, Bellville P.O. Box 1174 Sanlamhof 7532 South Africa	September 9, 1996	EMC 2 System (a comprehensive health care information service)

PART 2
LICENSES/SUBLICENSES OF SHPS Health Management Solutions, Inc.
AS LICENSEE ON DATE HEREOF

Grantor holds various "off the shelf" licenses in commercial software products, which are governed by standard terms and conditions.

PATENTS OWNED BY SHPS Health Management Solutions, Inc.

U.S. Patent Registrations
None

U.S. Patent Applications
None

Non-U.S. Patent Registrations
None

Non-U.S. Patent Registrations
None

TRADEMARK/TRADE NAMES OF: SHPS Health Management Solutions, Inc.

U.S. Trademark Registrations

Mark	Reg. Date	Reg. No
BabyWise	October 29, 1996	2,012,144*
CareWise	December 26, 1989	1,574,030*
CareSupport	December 17, 1996	2,023,280*
LivingWise	December 17, 1996	2,023,281*
CareWise logo	January 13, 2004	2,805,695*

U.S. Trademark Applications

Mark	Filing Date	Application No.
Carewise	October 8, 2004	78/496,656

State Trademark Registrations
None

Non-U.S. Trademark Registrations
None

Non-U.S. Trademark Applications
None

Trade Names
None

* Trademarks remain registered under CareWise, Inc.

Schedule III to the Guarantee and Collateral Agreement

U.S. COPYRIGHTS OWNED BY EBENX, INC.

U.S. Copyright Registrations

Title	Reg. No.	Author
BEN-NET	TX-4-387-185	Network Management Services

Pending U.S. Copyright Applications for Registration
None

Non-U.S. Copyright Registrations
None

Non-U.S. Pending Copyright Applications for Registration
None

Unregistered Copyrights
Printed and electronic advertising media, website, end user software and instruction manuals.

LICENSES

PART I
LICENSES/SUBLICENSEES OF EBENX, INC.
AS LICENSOR ON DATE HEREOF

A. Copyrights
None

B. Patents
None

C. Trademarks
None

D. Others
None

PART 2
LICENSES/SUBLICENSES OF EBENX, INC
AS LICENSEE ON DATE HEREOF

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Grantor holds various "off the shelf" licenses in commercial software products, which are governed by standard terms and conditions.

PATENTS OWNED BY EBENX, INC.

U.S. Patent Registrations

Patent Numbers	Issue Date
6,067,522: "Health and Welfare Benefit Enrollment and Billing System and Method"	May 23, 2000

U.S. Patent Applications
None

Non-U.S. Patent Registrations
None

Non-U.S. Patent Registrations
None

TRADEMARK/TRADE NAMES OWNED BY EBENX, INC.

U.S. Trademark Registrations

Mark	Reg. Date	Reg. No
EBENX CONNEXION	April 22,2003	
For the Health and Welfare of Your Business	May 27, 2003	2,719,169
eBenX Web Inquiry	June 3, 2003	2,721,087
eBenX WebRemit	June 3, 2003	2,721,088
EBENX	June 10, 2003	2,723,906

U.S. Trademark Applications

Mark	Filing Date	Application No.
BEN-NET	December 11, 2003	78/339,287

State Trademark Registrations
None

Non-U.S. Trademark Registrations
None

Non-U.S. Trademark Applications
None

Schedule III to the
Guarantee and
Collateral Agreement

U.S. COPYRIGHTS OWNED BY ARBOR ASSOCIATES, INC.

U.S. Copyright Registrations
None

Pending U.S. Copyright Applications for Registration
None

Non-U.S. Copyright Registrations
None

Non-U.S. Pending Copyright Applications for Registration
None

LICENSES

PART I
LICENSES/SUBLICENSEES OF ARBOR ASSOCIATES, INC.
AS LICENSOR ON DATE HEREOF

A. Copyrights
None

B. Patents
None

C. Trademarks
None

D. Others
None

PART 2
LICENSES/SUBLICENSES OF ARBOR ASSOCIATES, INC.
AS LICENSEE ON DATE HEREOF

Grantor holds various "off the shelf" licenses in commercial software products, which are governed by standard terms and conditions.

PATENTS OWNED BY ARBOR ASSOCIATES, INC.

U.S. Patent Registrations
None

U.S. Patent Applications
None

Non-U.S. Patent Registrations
None

Non-U.S. Patent Registrations
None

TRADEMARK/TRADE NAMES OWNED BY ARBOR ASSOCIATES, INC.

U.S. Trademark Registrations
None

U.S. Trademark Applications
None

State Trademark Registrations
None

Non-U.S. Trademark Registrations
None

Non-U.S. Trademark Applications
None

Schedule III to the Guarantee and Collateral Agreement

U.S. COPYRIGHTS OWNED BYNATIONAL HEALTH SERVICES, INC.

U.S. Copyright Registrations

Title	Reg. No.	Author
CareReview version 2.0 patient certification and coordinated care modules	TX4016396	National Health Services, Inc.
NHS- CareReview 2.0 program	TX4032984	National Health Services, Inc.
CareReview 2.0 coordinated care module: reference guide	TX4049856	National Health Services, Inc.
Physician developed criteria	TX4050235	National Health Services, Inc.
CareReview 2.0 reference guide	TX4050837	National Health Services, Inc.
NHS-CareReview 2.0 reference guide for the coordinated care module	TX4110739	National Health Services, Inc.
NHS-CareReview 2.0 program	TX4110740	National Health Services, Inc.
NHS- CareReview 2.0 reference guide	TX4110741	National Health Services, Inc.
NHS-technical reference manual	TX4110742	National Health Services, Inc.
NHS CareReview occupational medical management module	TX4298917	National Health Services, Inc.
PLS PPO locator system manual	TX4415885	National Health Services, Inc.
CareReview version 2.0	TX4415886	National Health Services, Inc.
PPO locator systems (PLSDAL)	TX4511000	National Health Services, Inc.
Physician developed criteria	TX4786433	National Health Services, Inc.

Pending U.S. Copyright Applications for Registration
None

Non-U.S. Copyright Registrations
None

Non-U.S. Pending Copyright Applications for Registration
None

LICENSES

PART I
LICENSEES/SUBLICENSEES OF NATIONAL HEALTH SERVICES, INC.
AS LICENSOR ON DATE HEREOF

A. Copyrights
None

B. Patents
None

C. Trademarks
None

D. Others
None

PART 2
LICENSES/SUBLICENSES OF NATIONAL HEALTH SERVICES, INC.
AS LICENSEE ON DATE HEREOF

Grantor holds various "off the shelf" licenses in commercial software products, which are governed by standard terms and conditions.

PATENTS OWNED BY NATIONAL HEALTH SERVICES, INC.

U.S. Patent Registrations
None

U.S. Patent Applications
None

Non-U.S. Patent Registrations
None

Non-U.S. Patent Registrations
None

TRADEMARK/TRADE NAMES OF NATIONAL HEALTH SERVICES, INC.

U.S. Trademark Registrations

Mark	Reg. Date	Reg. No
CAREVIEW	September 30, 1986	1,411,602

U.S. Trademark Applications
None

State Trademark Registrations

State	Mark	Filing Date	Application No.
Wisconsin	CAREVIEW	December 3, 1986	WI1101746336

Non-U.S. Trademark Registrations
None

Non-U.S. Trademark Applications
None

Schedule III to the Guarantee and Collateral Agreement

U.S. COPYRIGHTS OWNED BY LANDACORP, INC.

U.S. Copyright Registrations

Title	Reg. No.	Author
Maxsys II	TX4893505	Landa Management Systems Corp.
Job control system: JCS	TX4180022	Landa Management Systems Corp.
X-Act	TX4180023	Landa Management Systems Corp.

Pending U.S. Copyright Applications for Registration
None

Non-U.S. Copyright Registrations
None

Non-U.S. Pending Copyright Applications for Registration
None

LICENSES

PART I
LICENSES/SUBLICENSEES OF LANDACORP, INC
AS LICENSOR ON DATE HEREOF

Grantor's software business unit licenses the software products developed by Grantor to third-party customers. These licenses contain standard terms and conditions for the industry.

PART 2
LICENSES/SUBLICENSES OF LANDACORP, INC
AS LICENSEE ON DATE HEREOF

Grantor holds various "off the shelf" licenses in commercial software products, which are governed by standard terms and conditions.

PATENTS OWNED BY LANDACORP, INC.

U.S. Patent Registrations
None

U.S. Patent Applications
None

Non-U.S. Patent Registrations
None

Non-U.S. Patent Registrations
None

TRADEMARK/TRADE NAMES OWNED BY LANDACORP, INC.

U.S. Trademark Registrations

Mark	Reg. Date	Reg. No
LANDACORP	October 6, 1998	2,193,444
MAXSYS	March 19, 2002	2,548,779
MAXMC	February 18, 2003	2,687,735

U.S. Trademark Applications

Mark	Filing Date	Application No.
Managing for Tomorrow	October 8, 2004	78/496,658

State Trademark Registrations
None

Non-U.S. Trademark Registrations
None

Non-U.S. Trademark Applications
None

Schedule III to the
Guarantee and
Collateral Agreement

U.S. COPYRIGHTS OWNED BY PROMEDEX, INC.

U.S. Copyright Registrations

Title	Reg. No.	Claimant	Author
PC Rate	TXu397906	ProMedex, Inc.	Comhaire, Frank
CYMON IVF/GIFT	TXu398199	ProMedex, Inc	Comhaire, Frank

Pending U.S. Copyright Applications for Registration
None

Non-U.S. Copyright Registrations
None

Non-U.S. Pending Copyright Applications for Registration
None

LICENSES

PART I
LICENSEES/SUBLICENSEES OF PROMEDEX, INC.
AS LICENSOR ON DATE HEREOF

A. Copyrights
None

B. Patents
None

C. Trademarks
None

D. Others
None

PART 2
LICENSES/SUBLICENSES OF PROMEDEX, INC.
AS LICENSEE ON DATE HEREOF

Grantor holds various "off the shelf" licenses in commercial software products, which are governed by standard terms and conditions.

PATENTS OWNED BY PROMEDEX, INC.

U.S. Patent Registrations
None

U.S. Patent Applications
None

Non-U.S. Patent Registrations
None

Non-U.S. Patent Registrations
None

TRADEMARK/TRADE NAMES OWNED BY PROMEDEX, INC.

U.S. Trademark Registrations

Mark	Reg. Date	Reg. No
Design Only	January 25, 2000	2,311,085
Managing for Tomorrow	August 1, 2000	2,372,279
Smoke-Free Tomorrow	October 10, 2000	2,393,132
NETCARE	December 10, 2002	2,657,486

U.S. Trademark Applications
None

State Trademark Registrations
None

Non-U.S. Trademark Registrations
None

Non-U.S. Trademark Applications
None

Trade Names
None

Schedule III to the
Guarantee and
Collateral Agreement

U.S. COPYRIGHTS OWNED BY PATIENTCENTRIX, INC.

U.S. Copyright Registrations
None

Pending U.S. Copyright Applications for Registration
None

Non-U.S. Copyright Registrations
None

Non-U.S. Pending Copyright Applications for Registration
None

LICENSES

PART I
LICENSES/SUBLICENSEES OF PATIENTCENTRIX, INC.
AS LICENSOR ON DATE HEREOF

A. Copyrights
None

B. Patents
None

C. Trademarks
None

D. Others
None

PART 2
LICENSES/SUBLICENSES OF PATIENTCENTRIX, INC.
AS LICENSEE ON DATE HEREOF

Grantor holds various "off the shelf" licenses in commercial software products, which are governed by standard terms and conditions.

PATENTS OWNED BY PATIENTCENTRIX, INC.

U.S. Patent Registrations
None

U.S. Patent Applications
None

Non-U.S. Patent Registrations
None

Non-U.S. Patent Registrations
None

TRADEMARK/TRADE NAMES OWNED BY PATIENTCENTRIX, INC.

U.S. Trademark Registrations
None

U.S. Trademark Applications
None

State Trademark Registrations
None

Non-U.S. Trademark Registrations
None

Non-U.S. Trademark Applications
None

Trade Names
None

Schedule 3.03(d) to the Guarantee and Collateral Agreement

1. Investor Rights Agreement dated as of June 30, 2000, among SHPS, Inc., Welsh Carson Anderson & Stowe VIII, LP, Sykes Enterprises, Incorporated and certain other stockholders.

2. Investor Rights Agreement dated as of November 1, 2002, among SHPS, Inc., Welsh Carson Anderson & Stowe VIII, LP and Welsh Carson Anderson & Stowe IX, LP and certain other stockholders.

Schedule 7.01 to the Guarantee and Collateral Agreement

1. SHPS Health Management Solutions, Inc.
   c/o SHPS, Inc.
   11405 Bluegrass Parkway
   Louisville, KY 40299
   Fax: (502) 263-5680

2. SHPS Human Resource Solutions, Inc.
   c/o SHPS, Inc.
   11405 Bluegrass Parkway
   Louisville, KY 40299
   Fax: (502) 263-5680

3. eBenX, Inc.
   c/o SHPS, Inc.
   11405 Bluegrass Parkway
   Louisville, KY 40299
   Fax: (502) 263-5680

4. Arbor Associates, Inc.
   c/o SHPS, Inc.
   11405 Bluegrass Parkway
   Louisville, KY 40299
   Fax: (502) 263-5680

5. National Health Services, Inc.
   c/o SHPS, Inc.
   11405 Bluegrass Parkway
   Louisville, KY 40299
   Fax: (502) 263-5680

6. Landacorp, Inc.
   c/o SHPS, Inc.
   11405 Bluegrass Parkway
   Louisville, KY 40299
   Fax: (502) 263-5680

7. Promedex, Inc.
   c/o SHPS, Inc.
   11405 Bluegrass Parkway
   Louisville, KY 40299
   Fax: (502) 263-5680

8. PatientCentrix, Inc.
   c/o SHPS, Inc.
   11405 Bluegrass Parkway
   Louisville, KY 40299
   Fax: (502) 263-5680

Exhibit A to the
Guarantee and
Collateral Agreement

[FORM OF] LOCKBOX AGREEMENT dated as of [ ], 2004 (this "Agreement"), among SHPS, Inc., a Delaware corporation (the "Company"), [ ], a [ ] (collectively, the "Grantors"), JPMORGAN CHASE BANK ("JPMCB"), as collateral agent (the "Collateral Agent") for the Secured Parties (such term, and each other capitalized term used but not defined herein, having the meaning given thereto in the Guarantee and Collateral Agreement referred to below), and [NAME OF LOCKBOX BANK], as collection sub-agent (the "Sub-Agent").

A. Each Grantor and the Collateral Agent are parties to a Guarantee and Collateral Agreement dated as of [ ] (as amended, supplemented or otherwise modified from time to time, the "Guarantee and Collateral Agreement"). Pursuant to the terms of the Guarantee and Collateral Agreement, each Grantor has granted to the Collateral Agent, for the benefit of the Secured Parties, a perfected security interest in the Inventory and Accounts of the Grantors to secure the payment and performance of the Obligations and has irrevocably appointed the Collateral Agent as its agent to collect amounts due in respect of the Inventory and Accounts.

B. In order to facilitate the foregoing, each Grantor has, pursuant to the terms of the Guarantee and Collateral Agreement, agreed that (a) all amounts due in respect of the Inventory and Accounts will be paid into the Specified Accounts (as defined below) and (b) all amounts on deposit in the Specified Accounts will be transferred on a daily basis to the Concentration Account (as described below) pursuant to irrevocable standing instructions given by the Company to JPMCB.

C. The Sub-Agent has agreed to act as collection sub-agent of the Collateral Agent to receive payments in respect of the Accounts and Inventory transferred from the Specified Accounts to the Concentration Account on the terms set forth herein.

NOW, THEREFORE, the parties hereto agree as follows:

1. The Collateral Agent hereby appoints the Sub-Agent as its collection sub-agent under the Guarantee and Collateral Agreement and authorizes the Sub-Agent, on the terms and subject to the conditions set forth herein, to receive payments in respect of the Accounts and Inventory transferred from the Specified Accounts to the Concentration Account.

2. Immediately following the execution and delivery by the Sub-Agent of this Agreement, and for the purposes of this Agreement, the Sub-Agent shall establish and maintain one or more collection accounts for the benefit of the Collateral Agent (all such accounts being collectively called the "Concentration Account"). The Concentration Account shall be designated with the title "JPMorgan Chase Bank, as Collateral Agent under the SHPS, Inc. Guarantee and Collateral Agreement dated as of October 27, 2004" (or a similar title). All payments received by the Sub-Agent in respect

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of the Accounts or Inventory in [Lockbox Account Number [ ] and DDA Account Number [ ]] (in each case with the Sub-Agent), or any replacements in respect thereof with the Sub-Agent (collectively, the "Specified Accounts"), shall be transferred on a daily basis to the Concentration Account pursuant to irrevocable standing instructions given by the Company to the Sub-Agent, and shall not be commingled with other funds. All funds at any time on deposit in the Concentration Account shall be held by the Sub-Agent for application in accordance with the terms of this Agreement. The Sub-Agent agrees to give the Collateral Agent prompt notice if the Concentration Account or either Specified Account shall become subject to any writ, judgment, warrant of attachment, execution or similar process. As security for the payment and performance of the Obligations, each Grantor hereby pledges, assigns and transfers to the Sub-Agent, for the benefit of the Collateral Agent, and hereby creates and grants to the Sub-Agent, for the benefit of the Collateral Agent, a security interest in, the Concentration Account and the Specified Accounts and all property and assets held therein at any time.

3. The Collateral Agent shall have sole dominion and control over, and the sole right of withdrawal with respect to, the Concentration Account. Each Grantor acknowledges and agrees that (a) such Grantor has no right of withdrawal from the Concentration Account, (b) the funds on deposit in the Concentration Account shall continue to be collateral security for all the Obligations and (c) upon the occurrence and during the continuance of an Event of Default, at the Collateral Agent's election, the funds on deposit in the Collection Deposit Account may be applied as provided in Section 5.02 of the Guarantee and Collateral Agreement. So long as no Event of Default has occurred and is continuing, the Collateral Agent shall remit on a daily basis any funds on deposit in the Concentration Account to the disbursement account, DDA Account Number [ ] (the "Disbursement Account"), and the Company shall have the right, at any time and from time to time, to withdraw such amounts from the Disbursement Account as it shall deem to be necessary or desirable.

4. The Sub-Agent shall furnish the Collateral Agent and the Company with monthly statements setting forth the amounts deposited in and withdrawn from the Concentration Account and shall furnish such other information relating to the Concentration Account at such times as shall be reasonably requested by the Collateral Agent or the Company.

5. The fees for the services of the Sub-Agent shall be mutually agreed upon between the Grantors and the Sub-Agent; provided, however, that, notwithstanding the terms of any agreement under which the Concentration Account shall have been established with the Sub-Agent, the Grantors and the Sub-Agent agree not to terminate the Concentration Account or either Specified Account for any reason (including, without limitation, the failure of any Grantor to pay such fees) for so long as this Agreement shall remain in effect; provided further, however, that the foregoing shall not be construed to prohibit the resignation of the Sub-Agent in accordance with paragraph 8 below. The Collateral Agent shall not have any liability for the payment of any such fees.

6. The Sub-Agent may perform any of its duties hereunder by or through its agents, officers or employees and shall be entitled to rely upon the advice of counsel

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as to its duties. The Sub-Agent shall not be liable to the Collateral Agent or any Grantor for any action taken or omitted to be taken by it in good faith, nor shall the Sub-Agent be responsible to the Collateral Agent or any Grantor for the consequences of any oversight or error of judgment or be answerable to the Collateral Agent for the same unless such consequences shall occur through its gross negligence or wilful misconduct.

7. The Sub-Agent hereby represents and warrants that (a) it is a banking corporation duly organized, validly existing and in good standing under the laws of New York and has full corporate power and authority under such laws to execute, deliver and perform its obligations under this Agreement and (b) the execution, delivery and performance of this Agreement by the Sub-Agent have been duly and effectively authorized by all necessary corporate action and this Agreement has been duly executed and delivered by the Sub-Agent and constitutes a valid and binding obligation of the Sub-Agent enforceable in accordance with its terms.

8. The Sub-Agent may resign at any time as Sub-Agent hereunder by delivery to the Collateral Agent of written notice of resignation not less than thirty days prior to the effective date of such resignation. The Sub-Agent may be removed by the Collateral Agent at any time, with or without cause, by written, telex or telephonic notice (which, in the case of telephonic notice, shall be promptly confirmed in writing) of removal delivered to the Sub-Agent. Upon receipt of such notice of removal, or delivery of such notice of resignation, the Sub-Agent will (a) immediately transmit to the Collateral Agent at the office specified in paragraph 11 (or such other office as the Collateral Agent shall specify) all funds, if any, then on deposit in, or otherwise to the credit of, the Concentration Account, (b) deliver directly to the Collateral Agent at the office specified in paragraph 11 (or such other office as the Collateral Agent shall specify) all checks, drafts and other instruments for the payment of money relating to the Accounts or Inventory in the possession of the Sub-Agent, without depositing such checks, drafts or other instruments in the Concentration Account or any other account and (c) deliver any payments relating to the Accounts or Inventory received by the Sub-Agent after such notice, in whatever form received, directly to the Collateral Agent at the office specified in paragraph 11 (or such other office as the Collateral Agent shall specify).

9. Each Grantor consents to the appointment of the Sub-Agent. Subject to Section 6, each Grantor agrees that the Sub-Agent shall incur no liability to such Grantor as a result of any action taken pursuant to an instruction given by the Collateral Agent in accordance with the provisions of this Agreement.

10. The term of this Agreement shall extend from the date hereof until the earlier of (a) the date on which the Obligations shall have been indefeasibly paid in full in cash and the Lenders shall have no commitments to lend or issue Letters of Credit under the Credit Agreement and (b) the date of termination specified in the notice of removal given by the Collateral Agent, or notice of resignation given by the Sub-Agent, as the case may be, pursuant to paragraph 8. The obligations of the Sub-Agent contained in the last sentence of paragraph 8 shall survive the termination of this Agreement.

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11. All notices and communications hereunder shall be in writing or by telex (except where telephonic instructions or notices are authorized herein) and shall be deemed to have been received and shall be effective on the day on which delivered (a) in the case of the Collateral Agent, to JPMorgan Chase Bank, 270 Park Avenue, New York, New York 10017, Attention of [ ], and (b) in the case of the Sub-Agent, addressed to JPMorgan Chase Bank, 270 Park Avenue, New York, New York 10017, Attention of [ ]. For purposes of this Agreement, any officer of the Collateral Agent shall be authorized to act, and to give instructions and notices, on behalf of the Collateral Agent hereunder.

12. The Sub-Agent will not assign or transfer any of its rights or obligations hereunder (other than to the Collateral Agent) without the prior written consent of the other parties hereto.

13. This Agreement may be amended only by a written instrument executed by the Collateral Agent, the Sub-Agent and each Grantor, acting by their representative officers thereunto duly authorized.

14. Except as otherwise provided in the Credit Agreement with respect to rights of setoff available to the Sub-Agent in its capacity as a Lender (if and so long as the Sub-Agent is a Lender thereunder), the Sub-Agent hereby irrevocably waives any right to set off against, or otherwise deduct from, any funds held in the Concentration Account or the Specified Accounts, any indebtedness or other claim owed by the Grantor to the Sub-Agent.

15. This Agreement shall inure to the benefit of and be binding upon the Collateral Agent, the Sub-Agent, each Grantor and their respective permitted successors and assigns. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

16. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

SHPS, INC.,

by

_____
Name:
Title:

SHPS HOLDINGS, INC.,

by

_____
Name:
Title:

JPMORGAN CHASE BANK, as Collateral Agent,

by

_____
Name:
Title:

[NAME OF LOCKBOX BANK], as Sub-Agent,

by

_____
Name:
Title:

[[2382758v2]]

EXHIBIT B

[FORM OF]

PERFECTION CERTIFICATE

Reference is made to the Credit Agreement dated as of October [ ], 2004 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among SHPS, Inc. (the "Borrower"), SHPS Holdings, Inc. ("Holdings"), the lenders from time to time party thereto (the "Lenders") and JPMorgan Chase Bank, as Administrative Agent and Collateral Agent for the Lenders (in such capacities, the "Administrative Agent"). Capitalized terms used but not defined herein have the meanings assigned in the Credit Agreement or the Guarantee and Collateral Agreement referred to therein, as applicable.

The undersigned, a Financial Officer and a Legal Officer, respectively, of the Borrower, hereby certify to the Administrative Agent and each other Secured Party as follows:

1. Names. (a) The exact corporate name of each Grantor, as such name appears in its respective certified certificate of formation, is as follows:

(b) Set forth below is each other corporate name each Grantor has had in the past five years, together with the date of the relevant change:

(c) Except as set forth in Schedule 1 hereto, no Grantor has changed its identity or corporate structure in any way within the past five years. Changes in identity or corporate structure would include mergers, consolidations and acquisitions, as well as any change in the form, nature or jurisdiction of corporate organization. If any such change has occurred, include in Schedule 1 the information required by Sections 1 and 2 of this certificate as to each acquiree or constituent party to a merger or consolidation.

(d) The following is a list of all other names (including trade names or similar appellations) used by each Grantor or any of its divisions or other business units in connection with the conduct of its business or the ownership of its properties at any time during the past five years:

(e) Set forth below is the organizational identification number, if any, issued by the jurisdiction of each Grantor that is a registered organization:

(f) Set forth below is the Federal Taxpayer Identification Number of each Grantor:

2. Current Locations. (a) The chief executive office of each Grantor is located at the address set forth opposite its name below:

Grantor	Mailing Address	County	State

(b) Set forth below opposite the name of each Grantor are all locations where such Grantor maintains any books or records relating to any Accounts Receivable

or General Intangibles (with each location at which chattel paper, if any, is kept being indicated by an "*"):

Grantor	Mailing Address	County	State

(c) The jurisdiction of formation of each Grantor that is a registered organization is set forth opposite its name below:

Grantor	Jurisdiction

(d) Set forth below opposite the name of each Grantor are all the locations where such Grantor maintains any Inventory or Equipment or other Collateral not identified above:

Grantor	Mailing Address	County	State

(e) Set forth below opposite the name of each Grantor are all the places of business of such Grantor not identified in paragraph (a), (b), (c) or (d) above:

Grantor	Mailing Address	County	State

(f) Set forth below opposite the name of each Grantor are the names and addresses of all Persons other than such Grantor that have possession of any of the Collateral of such Grantor:

Grantor	Mailing Address	County	State

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3. Unusual Transactions. All Accounts have been originated by the Grantors and all Inventory has been acquired by the Grantors in the ordinary course of business.

4. File Search Reports. File search reports have been obtained from each Uniform Commercial Code filing office identified with respect to such Grantor in Section 2 hereof, and such search reports reflect no liens against any of the Collateral other than those permitted under the Credit Agreement.

5. UCC Filings. UCC financing statements in substantially the form of Schedule 5 hereto have been prepared for filing in the Uniform Commercial Code filing office in each jurisdiction in which Collateral is located as set forth with respect to such Grantor in Section 2 hereof.

6. Schedule of Filings. Attached hereto as Schedule 6 is a schedule setting forth, with respect to the filings described in Section 5 above, each filing and the filing office in which such filing is to be made.

7. Stock Ownership and other Equity Interests. Attached hereto as Schedule 7 is a true and correct list of all the issued and outstanding stock, partnership interests, limited liability company membership interests or other equity interests of the Borrower and each Subsidiary and the record and beneficial owners of such stock, partnership interests, membership interests or other equity interests. Also set forth on Schedule 7 is each equity investment of Holdings, the Borrower or any Subsidiary that represents 50% or less of the equity of the entity in which such investment was made.

8. Debt Instruments. Attached hereto as Schedule 8 is a true and correct list of all instruments, including any promissory notes, and other evidence of indebtedness held by Holdings, the Borrower and each Subsidiary that are required to be pledged under the Guarantee and Collateral Agreement, including all intercompany notes between Holdings and each Subsidiary of Holdings and each Subsidiary of Holdings and each other such Subsidiary.

9. Advances. Attached hereto as Schedule 9 is (a) a true and correct list of all advances made by Holdings to any Subsidiary of Holdings or made by any Subsidiary of Holdings to Holdings or to any other Subsidiary of Holdings (other than those identified on Schedule 8), which advances will be on and after the date hereof evidenced by one or more intercompany notes pledged to the Collateral Agent under the Guarantee and Collateral Agreement and (b) a true and correct list of all unpaid intercompany transfers of goods sold and delivered by or to Holdings or any Subsidiary of Holdings.

10. Mortgage Filings. Attached hereto as Schedule 10 is a schedule setting forth, with respect to each Mortgaged Property, (a) the exact name of the Person that owns such property as such name appears in its certificate of incorporation or other organizational document, (b) if different from the name identified pursuant to clause (a), the exact name of the current record owner of such property reflected in the records of the

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filing office for such property identified pursuant to the following clause and (c) the filing office in which a Mortgage with respect to such property must be filed or recorded in order for the Collateral Agent to obtain a perfected security interest therein.

11. Intellectual Property. Attached hereto as Schedule 11(A) in proper form for filing with the United States Patent and Trademark Office is a schedule setting forth all of each Grantor's Patents, Patent Licenses, Trademarks and Trademark Licenses, including the name of the registered owner, the registration number and the expiration date of each Patent, Patent License, Trademark and Trademark License owned by any Grantor. Attached hereto as Schedule 11(B) in proper form for filing with the United States Copyright Office is a schedule setting forth all of each Grantor's Copyrights and Copyright Licenses, including the name of the registered owner, the registration number and the expiration date of each Copyright or Copyright License owned by any Grantor.

12. Commercial Tort Claims. Attached hereto as Schedule 12 is a true and correct list of commercial tort claims in excess of $100,000 held by any Grantor, including a brief description thereof.

13. Deposit Accounts. Attached hereto as Schedule 13 is a true and correct list of deposit accounts maintained by each Grantor, including the name and address of the depositary institution, the type of account and the account number.

IN WITNESS WHEREOF, the undersigned have duly executed this certificate on this [ ] of October, 2004.

SHPS, INC.,

by

_____

Name:
Title: [Financial Officer]

by

_____

Name:
Title: [Legal Officer]

Annex I to the
Guarantee and
Collateral Agreement

SUPPLEMENT NO. __ dated as of , to the Guarantee and Collateral Agreement (the "Guarantee and Collateral Agreement") dated as of October [ ], 2004, among SHPS, Inc., a Florida corporation (the "Borrower"), SHPS Holdings, Inc., a Delaware corporation ("Holdings"), each subsidiary of the Borrower listed on Schedule I thereto (each such subsidiary individually a "Subsidiary Party" and collectively, the "Subsidiary Parties"; the Subsidiary Parties, Holdings and the Borrower are referred to collectively herein as the "Grantors") and JPMORGAN CHASE BANK, a New York banking corporation ("JPMCB"), as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined therein).

A. Reference is made to the Credit Agreement dated as of October [ ], 2004 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Holdings, the lenders from time to time party thereto (the "Lenders"), and JPMCB, as administrative agent for the Lenders (in such capacity, the "Administrative Agent") and Collateral Agent.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Guarantee and Collateral Agreement and the Credit Agreement, as applicable.

C. The Grantors have entered into the Guarantee and Collateral Agreement in order to induce the Lenders to make Loans and the Issuing Bank to issue Letters of Credit. Section 7.16 of Guarantee and Collateral Agreement provides that additional Subsidiaries of the Borrower may become Grantors under the Guarantee and Collateral Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the "New Grantor") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Subsidiary Party under the Guarantee and Collateral Agreement in order to induce the Lenders to make additional Loans and as consideration for Loans previously made.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 7.16 of the Guarantee and Collateral Agreement, the New Grantor by its signature below becomes a Subsidiary Party, Pledgor and Grantor under the Guarantee and Collateral Agreement with the same force and effect as if originally named therein as a Subsidiary Party, Pledgor and Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Guarantee and Collateral Agreement applicable to it as a Subsidiary Party, Pledgor and Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Subsidiary Party, Pledgor and Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Obligations (as defined in the Guarantee and Collateral Agreement), does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and

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assigns, a security interest in and lien on all of the New Grantor's right, title and interest in and to the Collateral (as defined in the Guarantee and Collateral Agreement) of the New Grantor. Each reference to a "Subsidiary Party", "Pledgor" or "Grantor" in the Guarantee and Collateral Agreement shall be deemed to include the New Grantor. The Guarantee and Collateral Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Grantor and the Collateral Agent. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that set forth on Schedule I attached hereto is (a) a true and correct schedule of the location of any and all Collateral of the New Grantor, (b) a true and correct schedule of any and all (i) shares of capital stock and other Equity Interests of each Subsidiary of the New Grantor and (ii) debt securities (including promissory notes evidencing such debt securities) of each Subsidiary of the New Grantor now owned by the New Grantor and (c) a true and correct schedule of any and all registered Intellectual Property now owned by the New Grantor and (d) set forth under its signature hereto, is the true and correct legal name of the New Grantor, its jurisdiction of formation and the location of its chief executive office.

SECTION 5. Except as expressly supplemented hereby, the Guarantee and Collateral Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Guarantee and Collateral Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

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SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 7.01 of the Guarantee and Collateral Agreement. All communications and notices hereunder to the New Grantor shall be given to it at the address set forth under its signature below.

SECTION 9. The New Grantor agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Guarantee and Collateral Agreement as of the day and year first above written.

[Name Of New Grantor],

by

_____

Name:
Title:
Address:

JPMORGAN CHASE MANHATTAN,
as Collateral Agent,

by

_____

Name:
Title:

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Schedule I to the
Supplement No. _

LOCATION OF COLLATERAL

Description	Location

Pledged Securities of the New Pledgor

EQUITY INTERESTS

Issuer	Number of Certificate	Registered Owner	Number and Class of Shares	Percentage of Shares

DEBT SECURITIES

Issuer	Principal Amount	Date of Note	Maturity Date

[2379815]