

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
MVP Health Care, Inc.		12/21/2005	Not-for-profit Corporation: NEW YORK
RECEIVING PARTY DATA			
Name:	JPMorgan Chase Bank, N.A.		
Street Address:	270 Park Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Collateral Agent:		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2924777	PREFERRED CARE IT'S TIME TO LIVE WELL	
Registration Number:	2961822	PREFERRED CARE	
CORRESPONDENCE DATA			
Fax Number:	(212)354-8113		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2128198928		
Email:	enunn@whitecase.com		
Correspondent Name:	White & Case LLP		
Address Line 1:	1155 Avenue of the Americas		
Address Line 2:	Attn: Elizabeth A. Nunn		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	1107993-0122 (MVP)		
NAME OF SUBMITTER:	Elizabeth A. Nunn		
Signature:	/Elizabeth A. Nunn/		

CH \$65.00 2924777

Date:

01/25/2006

Total Attachments: 6

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**GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, MVP HEALTH CARE, INC., a New York Not-for-profit Corporation (the "Grantor") with principal offices at 625 State Street, Schenectady, NY 12305, hereby grants to JPMORGAN CHASE BANK, N.A., as Collateral Agent, with principal offices at 270 Park Avenue, New York, NY 10017, (the "Grantee"), a continuing security interest in (i) all of the Grantor's right, title and interest in, to and under the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same, in each case, other than rights in applications for trademarks and service marks filed in the U.S. Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to the U.S. Patent and Trademark Office pursuant to 15 U.S.C. §1060(a).

THIS GRANT is made to secure the prompt and complete payment and performance when due of all the Grantor's Obligations, as such term is defined in the Security Agreement among the Grantor, the other grantors from time to time party thereto and the Grantee, dated as of January 6, 2006 (as amended, modified, restated and/or supplemented from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee will promptly execute and deliver to the Grantor an instrument in writing releasing the security interest in the Marks acquired under this Grant.

This Grant has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this

Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant as of the
21st day of December, 2005.

MVP HEALTH CARE, INC., Grantor

By: David W. Oliker
Name: David W. Oliker
Title: President

STATE OF NEW YORK)
) ss.:
COUNTY OF Albany)

On this 21st day of December, 2005, before me personally came David W. Oliker who, being by me duly sworn, did state as follows: that he is President of MVP HEALTH CARE, INC., that he is authorized to execute the foregoing Grant on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Denise V. Gonick
Notary Public

DENISE V GONICK
Notary Public, State of New York
Reg. No. 02GO4999770
Qualified in Albany County
Commission Expires July 27 2006

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

By: Thomas J. Chera
Name: Thomas J. Chera
Title: Vice President

SCHEDULE A

Trademark	App. No.	Filing Date	Reg. No.	Issue Date
PREFERRED CARE IT'S TIME TO LIVE WELL and design	76/552488	10/20/2003	2924777	2/8/2005
PREFERRED CARE and design	76/552876	10/20/2003	2961822	6/14/2005