Form PTO-1594
(rev 06/04)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U. S. Department of Commerce
Patent and Trademark Office

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below:

1. Name of conveying party(ies)/Execution Date(s):

JPMorgan Chase Bank, N.A. (formerly JPMorgan Chase Bank)
111 Fannin Street
10th Floor
Houston, Texas 77002-8069

___ Individual(s) ___ Association
___ General Partnership ___ Limited Partnership
___ Corporation
_X_ Other **National Association**
Citizenship _____
Execution Date(s) **December 21, 2005**

Additional name(s) of conveying party(ies) attached? ___ Yes _X_ No

2. Name and Address of receiving party(ies)
Additional name(s) & address(es) attached? _X_ Yes __ No
Name: **PacifiCare Health Systems, Inc.**
Internal Address: _____
Street Address: **5995 Plaza Drive**
City: **Cypress**
State: **California**
Country: **USA** Zip: **90630**

___ Association – Citizenship _____
___ General Partnership – Citizenship _____
___ Limited Partnership – Citizenship _____
_X_ Corporation – Citizenship **Delaware**
___ Other _____
Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached ___ Yes _X_ No.

3. Nature of conveyance:
___ Assignment ___ Merger
___ Security Agreement ___ Change of Name
___ Government Interest Assignment
_X_ Other **Release of Lien**

4. Application number(s) or registration number(s):

A. Trademark Application No(s).

76564314	**75873140**	**78360450**
76523244	**76043986**	**76259593**
76593014	**76404919**	**76523806**
76432788	**76426396**	**76558400**
75724475	**76327133**	**78417695**

B. Trademark Registration No(s).

2685553	**2767874**	**2960420**
1427961	**2766369**	**2977109**
3024829	**2779183**	**2971645**
3005170	**2693225**	**2606949**
2798947	**2671296**	**2907762**

Additional numbers attached? _X_ Yes ___ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Jonathan Seiden, Esq.
SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP
Four Times Square
New York, New York 10036
Tel: (212) 735-3697
Fax: (212) 735-3697
JSeiden@skadden.com

6. Total number of applications and registrations involved: 95

7. Total fee (37 CFR 1.21(h) and 3.41) **$1,920**

_X_ All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 080490/10)

8. Payment Information
Deposit Account No. **19-2385**
Authorized user Name: **Philip H. Bartels**

9. Signature.

_____ January 19, 2006
Signature **Date**

Jonathan Seiden.
Name of Person Signing

Total number of pages including cover sheet, and documents: 13

CH $2390.00 192385 76564314

CONTINUATION OF Item 2. Names and Addresses of Additional Receiving Parties

American Medical Security Group, Inc.
3100 AMS Boulevard
Green Bay, Wisconsin 54313
Wisconsin Corporation

PacifiCare Behavioral Health, Inc.
3120 Lake Center Drive
Santa Ana, California 92704
Delaware Corporation

PacifiCare Health Plan Administrators, Inc.
5995 Plaza Drive
Cypress, California 90630
Indiana Corporation

RX Solutions, Inc.
3515 Harbor Boulevard
Costa Mesa, California 92626
California Corporation

Seniorco, Inc.
5995 Plaza Drive
Cypress, California 90630
Delaware Corporation

Secure Horizons USA, Inc.
5995 Plaza Drive
Cypress, California 90630
California Corporation

CONTINUATION OF Item 4A. Additional Application Numbers

76470015
76469996
76469997
76469993
76469999
76470003
76544143
76426602
76356208
76107231
76265457
75873139
76581438
76272483
76208152
76360533
76360791
76259553
78429704
78442400
78429709
78380702
78371153

CONTINUATION OF Item 4B. Additional Registration Numbers

2889680
2644073
2529340
2888217
2614375
2832357
2847829
2847841
2806841
2752622
2521668
2515113
2731174
2623787
2803806
2721851
2622843
2575863
2056818
2805428
2830470
1612329
2660784
2862944
2740614
2558472
2577595
2679531
1968913
2619266
2660300
2681504
2745607
2215696
2616667
2611610
2702728
3012246
2921438
2608554
2778868
2968329

RELEASE OF LIEN IN TRADEMARKS

This RELEASE OF LIEN IN TRADEMARKS is given as of this 21st day of December, 2005 by JPMORGAN CHASE BANK, N.A. (formerly JPMorgan Chase Bank), a national banking association located at 111 Fannin Street, 10th Floor, Houston, Texas 77002-8069 ("Assignor"), as Collateral Agent for the Secured Parties in favor of PACIFICARE HEALTH SYSTEMS, INC., a Delaware corporation located at 5995 Plaza Drive, Cypress, California 90630, AMERICAN MEDICAL SECURITY GROUP, INC., a Wisconsin Corporation located at 3100 AMS Boulevard, Green Bay, Wisconsin 54313, PACIFICARE BEHAVIORAL HEALTH, INC., a Delaware Corporation located at 3120 Lake Center Drive, Santa Ana, CA 92704, PACIFICARE HEALTH PLAN ADMINISTRATORS, INC., an Indiana Corporation, located at 5995 Plaza Drive Cypress, California 90630, RX SOLUTIONS, INC., a California Corporation located at 3515 Harbor Boulevard, Costa Mesa, California 92626, SENIORCO, INC., a Delaware Corporation located at 5995 Plaza Drive, Cypress, California 90630, and SECURE HORIZONS USA, INC., a California Corporation located at 5995 Plaza Drive, Cypress, California 90630 (each, an "Assignee" and collectively "Assignees"). Capitalized terms not otherwise defined herein have the meanings set forth (or incorporated) in the Intellectual Property Security Agreement, or the 2003 Security Agreement.

WHEREAS, pursuant to the Security Agreement, dated as of June 3, 2003, between Assignees and other Grantors on the one hand, and JPMorgan Chase Bank on the other hand (the "2003 Security Agreement"), Assignees assigned, pledged, and granted to the Assignor for the ratable benefit of the Secured Parties a security interest in such Assignee's right, title and interest in, among other collateral:

> all trademarks (including, without limitation, service marks), certification marks, collective marks, trade dress, logos, domain names, product configurations, trade names, business names, corporate names and other source identifiers, whether or not registered, whether currently in use or not, including, without limitation, all common law rights and registrations and applications for registrations thereof, including, without limitation, the trademark registrations and trademark applications set forth on Schedule A and all other marks registered in the U.S. Patent and Trademark Office or in any office or agency of any State or Territory of the United States or any foreign country (but excluding any United States intent-to-use trademark application prior to the filing and acceptance of a Statement of Use or an Amendment to allege use in connection therewith to the extent that a valid security interest may not be taken in such an intent-to-use trademark application under applicable law), and all rights therein provided by international treaties or conventions, all reissues, extensions and renewals of any of the foregoing, together in each case with the goodwill of the business connected therewith and symbolized thereby, and all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto, whether then or thereafter existing or acquired by Assignees (the "Marks");

WHEREAS, pursuant to the Security Agreement, dated as of December 13, 2004, between Assignees and other Grantors on the one hand, and Assignor on the other hand (the "2004 Security Agreement"), Assignees granted a security interest in, among other collateral, certain intellectual property of Assignees to Assignor for the ratable benefit of the Secured Parties;

WHEREAS, pursuant to the Intellectual Property Security Agreement, dated as of December 13, 2004, between Assignees and other Grantors on the one hand, and Assignor on the other hand (the "Intellectual Property Security Agreement"), to secure the payment of the Secured Obligations of Assignees, Assignees granted to Assignor for the ratable benefit of the Secured Parties a security interest in and to (i) all of such Assignees' right, title and interest in and to, among other intellectual property, the United States and foreign trademark and service mark registrations, applications, and licenses set forth in Schedule A hereto (the "Trademarks"), (ii) any and all claims for damages for past, present and future infringement, misappropriation or breach with respect to the Trademarks, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages, and (iii) any and all proceeds of the foregoing (collectively, and together with the Marks, the "Trademark Collateral");

WHEREAS, the 2003 Security Agreement was recorded in the United States Patent and Trademark Office on July 7, 2003 at Reel/Frame 2766/0320 (PacifiCare Health Care, Inc. as Assignee), the Intellectual Property Security Agreement was recorded in the United States Patent and Trademark Office on February 4, 2005 at Reel/Frame 003023/0016 (PacifiCare Health Systems, Inc. as Assignee), and on February 7, 2005 at Reel/Frame 003023/0377 (American Medical Security Group, Inc. as Assignee); and

WHEREAS, Assignor has agreed to release its security interest in the Trademark Collateral and assign, transfer, and grant all of its right, title and interest in the Trademark Collateral to Assignees.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Release: Assignor hereby terminates and releases in its entirety its security interest in the Trademark Collateral and revests Assignees with full right, title, and interest in, to, and under the Trademark Collateral.

2. Recordation: The Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States to record this release of the security interest in the Trademark Collateral.

3. Further Assurance: The Assignor hereby agrees to, at the sole expense of the Assignee, duly execute, acknowledge, procure and deliver any further documents, including, but not limited to, those documents necessary under Article 9 of

the Uniform Commercial Code or other applicable law, and to do such other acts as may be reasonably necessary to effect the release of the security interest contemplated hereby.

IN WITNESS WHEREOF, Assignor has caused this RELEASE OF LIEN IN TRADEMARKS to be duly executed as of the date above first written.

ASSIGNOR
JPMORGAN CHASE BANK, N.A.

By: _____
Name: DAWN LEE LUM
Title: VICE PRESIDENT

1065210-New York Server 7A - MSW

SCHEDULE A TO RELEASE OF LIEN IN TRADEMARKS

Jurisdiction	Mark	Reg. No (App. No.)	Reg. Date (App. Date)	Record Owner
United States	ALERT	2685553	02/11/2003	PacifiCare Health Systems, Inc.
United States	CARING IS GOOD. DOING SOMETHING IS BETTER	(76564314)	(11/24/2003)	PacifiCare Health Systems, Inc.
United States	DENTALSTRATEGIES (Stylized)	(76523244)	(6/11/2003)	PacifiCare Health Systems, Inc.
United States	Design Only [Letter P]	1427961	02/03/1987	PacifiCare Health Systems, Inc.
United States	DISEASE MANAGEMENT SOLUTIONS	(76593014)	(05/19/2004)	PacifiCare Health Systems, Inc.
United States	EVALUATE YOUR HEALTH	3024828	12/06/2005	PacifiCare Health Systems, Inc.
United States	EVALUE SU SALUD	3024829	12/06/2005	PacifiCare Health Systems, Inc.
United States	HEALTHCREDITS	3005170	10/04/2005	PacifiCare Health Systems, Inc.
United States	HEALTHY RENEWAL	(76432788)	(07/22/2002)	PacifiCare Health Systems, Inc.
United States	HEALTHY RENEWAL PASS	2798947	12/23/2003	PacifiCare Health Systems, Inc.
United States	HORIZONS	(75724475)	(06/09/1999)	PacifiCare Health Systems, Inc.
United States	HORIZONS	(75873140)	(12/16/1999)	PacifiCare Health Systems, Inc.
United States	HR EXPRESS	(76043986)	(05/09/2000)	PacifiCare Health Systems, Inc.
United States	LIFE STRATEGIES	2767874	09/23/2003	PacifiCare Health Systems, Inc.
United States	MEDEMORPHUS	(76404919)	(05/09/2002)	PacifiCare Health Systems, Inc.
United States	MEDEMORPHUS	2766369	09/23/2003	PacifiCare Health Systems, Inc.
United States	MEDEMORPHUS HEALTHCARE SOLUTIONS	(76426396)	(07/01/2002)	PacifiCare Health Systems, Inc.
United States	MEDEMORPHUS HEALTHCARE SOLUTIONS	2779183	11/04/2003	PacifiCare Health Systems, Inc.
United States	MEDEMORPHUS HEALTHCARE SOLUTIONS	2779183	11/04/2003	PacifiCare Health Systems, Inc.
United States	MORE THAN OUR NAME, IT'S OUR GOAL	2693225	03/04/2003	PacifiCare Health Systems, Inc.
United States	MYFLEXSPEND	(76327133)	(10/17/2001)	PacifiCare Health Systems, Inc.
United States	MYUNIONRX	(78360450)	(1/30/2004)	PacifiCare Health Systems, Inc.
United States	MYWORKWIZARD	(76259593)	(05/21/2001)	PacifiCare Health Systems, Inc.
United States	PACIFICARE	2671296	01/07/2003	PacifiCare Health Systems, Inc.
United States	PACIFICARE ADVANCED ANALYTIX	(76523806)	(06/11/2003)	PacifiCare Health Systems, Inc.
United States	PACIFICARE BEHAVIORAL HEALTH SIGNATUREVALUE	2960420	06/07/2005	PacifiCare Health Systems, Inc.
United States	PACIFICARE PERKS	(76558400)	(10/27/2003)	PacifiCare Health Systems, Inc.
United States	PACIFICARE SIGNATURE SAVINGS	(78417695)	(05/12/2004)	PacifiCare Health Systems, Inc.

Jurisdiction	Mark	Reg. No (App. No.)	Reg. Date (App. Date)	Record Owner
United States	PACIFICARE SIGNATUREALTERNATIVES	(76470015)	(11/25/2002)	PacifiCare Health Systems, Inc.
United States	PACIFICARE SIGNATUREEXPRESS	(76469996)	(11/25/2002)	PacifiCare Health Systems, Inc.
United States	PACIFICARE SIGNATUREFREEDOM	(76469997)	(11/25/2002)	PacifiCare Health Systems, Inc.
United States	PACIFICARE SIGNATUREINDEPENDENCE	(76469993)	(11/25/2002)	PacifiCare Health Systems, Inc.
United States	PACIFICARE SIGNATUREOPTIONS	(76469999)	(11/25/2002)	PacifiCare Health Systems, Inc.
United States	PACIFICARE SIGNATUREPASS	(76470003)	(11/25/2002)	PacifiCare Health Systems, Inc.
United States	PACIFICARE SIGNATUREPOS	2977109	07/26/2005	PacifiCare Health Systems, Inc.
United States	PACIFICARE SIGNATUREVALUE	2971645	07/19/2005	PacifiCare Health Systems, Inc.
United States	PACIFICARE VIRTUAL HEALTH CLUB	(76544143)	(09/11/2003)	PacifiCare Health Systems, Inc.
United States	PAL	2606949	08/13/2002	PacifiCare Health Systems, Inc.
United States	PERSONAL ASSISTANT NETWORK	2907762	12/07/2004	PacifiCare Health Systems, Inc.
United States	PHARMACY BENEFIT INSIDER	2889680	09/28/2004	PacifiCare Health Systems, Inc.
United States	PRESCRIBING FOCUS	2644073	10/29/2002	PacifiCare Health Systems, Inc.
United States	PRIORITIES PLUS	(76426602)	(07/01/2002)	PacifiCare Health Systems, Inc.
United States	PROFILE ADVANTAGE	(76356208)	(01/07/2002)	PacifiCare Health Systems, Inc.
United States	QUALITY INDEX	2529340	01/15/2002	PacifiCare Health Systems, Inc.
United States	REAL-WORLD PROSPECTIVE OUTCOMES RESEARCH	2888217	09/28/2004	PacifiCare Health Systems, Inc.
United States	RX NEWS	2614375	09/03/2002	PacifiCare Health Systems, Inc.
United States	RX PRESCRIPTION SOLUTIONS	2832357	04/13/2004	PacifiCare Health Systems, Inc.
United States	RX SOLUTIONS BY PRESCRIPTION SOLUTIONS	(76107231)	(08/09/2000)	PacifiCare Health Systems, Inc.
United States	RXSOLUTIONS	2847829	06/01/2004	PacifiCare Health Systems, Inc.
United States	RXSOLUTIONS	2847841	06/01/2004	PacifiCare Health Systems, Inc.
United States	SCRIPTSOFT	(76265457)	(06/04/2001)	PacifiCare Health Systems, Inc.
United States	SECURE HORIZONS	(75873139)	(12/16/1999)	PacifiCare Health Systems, Inc.
United States	SECUREADVANTAGE FROM PACIFICARE (Stylized)	(76581438)	(03/17/2004)	PacifiCare Health Systems, Inc.
United States	SECUREHORIZONS	2806841	01/20/2004	PacifiCare Health Systems, Inc.
United States	SENIOR BUDDY	(76272483)	(06/15/2001)	PacifiCare Health Systems, Inc.
United States	SENIORFIT	(76208152)	(02/09/2001)	PacifiCare Health Systems, Inc.

Jurisdiction	Mark	Reg. No (App. No.)	Reg. Date (App. Date)	Record Owner
United States	SMARTSIG	(76360533)	(01/17/2002)	PacifiCare Health Systems, Inc.
United States	SPLITSCRIPT	(76360791)	(01/17/2002)	PacifiCare Health Systems, Inc.
United States	TAKING CHARGE OF ASTHMA	2752622	08/19/2003	PacifiCare Health Systems, Inc.
United States	TAKING CHARGE OF DEPRESSION	2521668	12/25/2001	PacifiCare Health Systems, Inc.
United States	TAKING CHARGE OF DEPRESSION	2515113	12/04/2001	PacifiCare Health Systems, Inc.
United States	WE'RE LISTENING	2731174	07/01/2003	PacifiCare Health Systems, Inc.
United States	WE'RE LISTENING	2623787	09/24/2002	PacifiCare Health Systems, Inc.
United States	WOMEN'S HEALTHSOLUTIONS	2803806	01/06/2004	PacifiCare Health Systems, Inc.
United States	WORK-LIFE WIZARD	(76259553)	(05/21/2001)	PacifiCare Health Systems, Inc.
United States	AFFORDABLE GROUP	2721851	06/03/2003	American Medical Security Group, Inc.
United States	AFFORDABLEONE	2622843	09/24/2002	American Medical Security Group, Inc.
United States	AGENT ESSENTIALS (Stylized)	(78429704)	(06/03/2004)	American Medical Security Group, Inc.
United States	AMERICAN ACCESS	2575863	06/04/2002	American Medical Security Group, Inc.
United States	AMERICAN MEDICAL SECURITY	2056818	04/29/1997	American Medical Security Group, Inc.
United States	AMERICAN MEDICAL SECURITY (Stylized)	2805428	01/13/2004	American Medical Security Group, Inc.
United States	AMERICAN MEDICAL SECURITY GROUP (Stylized)	2830470	04/06/2004	American Medical Security Group, Inc.
United States	AMERICAN MEDICAL SECURITY LIFE INSURANCE COMPANY (Stylized)	(78442400)	(06/28/2004)	American Medical Security Group, Inc.
United States	AMERICAN MEDICAL SECURITY R FOR GOOD HEALTH (Stylized)	1612329	09/04/1990	American Medical Security Group, Inc.
United States	AMS (Stylized)	2660784	12/10/2002	American Medical Security Group, Inc.
United States	AMS AGENT ESSENTIALS	(78429709)	(06/03/2004)	American Medical Security Group, Inc.
United States	AMS CHOICES	2862944	07/13/2004	American Medical Security Group, Inc.
United States	AMS CHOICES. DEFINED CONTRIBUTION AT WORK	2740614	07/22/2003	American Medical Security Group, Inc.
United States	AMS GROUPDENTAL CHOICE (Stylized)	2558472	04/09/2002	American Medical Security Group, Inc.
United States	AMS GROUPMED CHOICE	2577595	06/11/2002	American Medical Security Group, Inc.

Jurisdiction	Mark	Reg. No (App. No.)	Reg. Date (App. Date)	Record Owner
United States	AMS HEALTH DISCOVERY CENTER (Stylized)	(78380702)	(03/09/2004)	American Medical Security Group, Inc.
United States	ASSOCIATE ADVANTAGE HEALTH PLAN	2679531	01/28/2003	American Medical Security Group, Inc.
United States	CHERISHED MOMENTS	1968913	04/16/1996	American Medical Security Group, Inc.
United States	COBRACARE	2619266	09/17/2002	American Medical Security Group, Inc.
United States	GOOD HEALTH TRUST OF AMERICA	2660300	12/10/2002	American Medical Security Group, Inc.
United States	GROUPDENTALCHOICE	2681504	01/28/2003	American Medical Security Group, Inc.
United States	HEALTHWRAP	2745607	08/05/2003	American Medical Security Group, Inc.
United States	IT'S YOUR CHOICE	2215696	01/05/1999	American Medical Security Group, Inc.
United States	MEDONE	2616667	09/10/2002	American Medical Security Group, Inc.
United States	MEDONE CHOICE	2611610	08/27/2002	American Medical Security Group, Inc.
United States	MEDONE HSAVINGS (Stylized)	(78371153)	(02/20/2004)	American Medical Security Group, Inc.
United States	MEDONE PLUS	2702728	04/01/2003	American Medical Security Group, Inc.
United States	MEDONE SECURITY	3012246	11/01/2005	American Medical Security Group, Inc.
United States	NURSE HEALTHLINE INC.	2921438	01/25/2005	American Medical Security Group, Inc.
United States	SECUREPREFERRED	2608554	08/20/2002	American Medical Security Group, Inc.
United States	TRAVEL CARE	2778868	11/04/2003	American Medical Security Group, Inc.
United States	WE'RE ALL ABOUT YOU	2968329	07/12/2005	American Medical Security Group, Inc.
Arizona	PACIFICARE BEHAVIORAL HEALTH SPECTRUM	46157	4/30/2002	PacifiCare Behavioral Health, Inc.
California	PACIFICARE BEHAVIORAL HEALTH SPECTRUM	056164	5/2/2002	PacifiCare Behavioral Health, Inc.
Colorado	PACIFICARE BEHAVIORAL HEALTH SPECTRUM	20021113388	4/30/2002	PacifiCare Behavioral Health, Inc.
Nevada	PACIFICARE BEHAVIORAL HEALTH SPECTRUM	N/A	5/9/2002	PacifiCare Behavioral Health, Inc.

Jurisdiction	Mark	Reg. No (App. No.)	Reg. Date (App. Date)	Record Owner
Oklahoma	PACIFICARE BEHAVIORAL HEALTH SPECTRUM	32337	5/2/2002	PacifiCare Behavioral Health, Inc.
Oregon	PACIFICARE BEHAVIORAL HEALTH SPECTRUM	535888	4/30/2002	PacifiCare Behavioral Health, Inc.
Washington	PACIFICARE BEHAVIORAL HEALTH SPECTRUM	030574	5/1/2002	PacifiCare Behavioral Health, Inc.
Arizona	ARIZONA CHOICE	033655	4/28/1994	PacifiCare Health Systems, Inc.
Arizona	PACIFICARE	43842	3/15/2000	PacifiCare Health Systems, Inc.
Arizona	SECUREHORIZONS	43841	3/15/2000	PacifiCare Health Systems, Inc.
Colorado	PACIFICARE	19991218812	11/22/1999	PacifiCare Health Systems, Inc.
Colorado	SECURE HORIZONS	19991157886	8/23/1999	PacifiCare Health Systems, Inc.
Nevada	PACIFICARE	32280	8/26/1999	PacifiCare Health Systems, Inc.
Ireland	PACIFICARE	214374	(8/11/1999)	PacifiCare Health Systems, Inc.