

03-28-2006

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/2005)



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

MPD
3/27/06

RECORDED 103164506
TRADEMARKS ONLY

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

<p>1. Name of conveying party(ies): HealthPlan Services, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation- State: <u>Florida</u> <input type="checkbox"/> Other _____</p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Additional names, addresses, or citizenship attached?</p> <p>Name: <u>Wells Fargo Foothill, LLC</u> Internal Address: _____ Street Address: <u>1000 Abernathy Road, Suite 1450</u> City: <u>Atlanta</u> State: <u>Georgia</u> Country: <u>USA</u> Zip: <u>30328</u></p> <p><input type="checkbox"/> Association Citizenship _____ <input type="checkbox"/> General Partnership Citizenship _____ <input type="checkbox"/> Limited Partnership Citizenship _____ <input checked="" type="checkbox"/> Corporation Citizenship <u>California</u> <input type="checkbox"/> Other _____ Citizenship _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document from assignment)</p>
<p>3. Nature of conveyance)/Execution Date(s) :</p> <p>Execution Date(s) <u>March 20, 2006</u></p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p>	

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) _____
B. Trademark Registration No.(s) _____
See attached schedule

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

<p>5. Name & address of party to whom correspondence concerning document should be mailed:</p> <p>Name: <u>Holli Kubicki</u> Internal Address: _____ Street Address: <u>c/o Latham & Watkins LLP</u> <u>233 S. Wacker Drive, Suite 5800</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60606</u> Phone Number: <u>312-993-2638</u> Fax Number: <u>312-993-9870</u> Email Address: <u>holli.kubicki@lw.com</u></p>	<p>6. Total number of applications and registrations involved: 9</p> <p>7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 240.00</p> <p><input type="checkbox"/> Authorized to be charged by credit card <input type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Enclosed</p> <p>8. Payment Information:</p> <p>a. Credit Card Last 4 Numbers _____ Expiration Date _____</p> <p>b. Deposit Account Number _____ Authorized User Name _____</p>
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9. Signature: Holli Kubicki 3/23/2006
Signature Date

Holli Kubicki Total number of pages including cover sheet, attachments, and document: 11
Name of Person Signing

03/28/2006 BYRNE 0000023 1992585
01 FD:4521
02 FD:4522
03 FD:4523

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK
REEL: 003277 FRAME: 0414

Additional Conveying Party (continuation of box 1):

HealthPlan Services Insurance Agency, Inc., a Massachusetts Corporation

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

MARK	SERIAL/ DOCUMENT NO.	REGISTERED DATE	FILE DATE	OWNER	RENEWAL DATE	EXPIRATION DATE
					(no later than)	
CG Logo	1,992,585	8/13/96	1/12/95	HealthPlan Services, Inc.	8/13/02	8/13/06
Consolidated Health Review	2,021,233	12/3/96	8/9/94	HealthPlan Services, Inc.	12/3/02	12/3/06
Consolidated Group Your Benefits Partner	1,994,629	8/20/96	1/12/95	HealthPlan Services, Inc.	8/20/02	8/20/06
Consolidated Group Your Benefits Partner & Design	1,994,628	8/20/96	1/12/95	HealthPlan Services, Inc.	8/20/02	8/20/06
COST WATCH	1,448,815	7/21/87	9/8/86	HealthPlan Services, Inc.	7/21/93	7/21/07
EZService	1,737,055	12/1/92	3/26/92	HealthPlan Services, Inc.	12/1/02	12/1/02
PATH	75/020161		11/13/95	HealthPlan Services, Inc.	11/13/01	11/13/05
Platypus	2,858,568	6/29/04		HealthPlan Services Insurance Agency, Inc.	Approx 2009/2010	6/29/14
Your Benefits Partner	1,994,627	8/20/96	1/12/95	HealthPlan Services, Inc.	8/20/02	8/20/06

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of March 20, 2006 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), between **EACH OF THE UNDERSIGNED** (collectively, "Grantors") and **WELLS FARGO FOOTHILL, LLC**, in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, HealthPlan Holdings, Inc. (the "Company"), Grantors, the parties named therein as Guarantors, the parties signatory thereto from time to time as Secured Parties and the Collateral Agent are party to a Credit and Guaranty Agreement dated as of the date hereof (as from time to time amended, restated, supplemented or otherwise modified, the "Credit and Guaranty Agreement") pursuant to which the Secured Parties have agreed to make loans to the Company;

WHEREAS, Grantors are party to a Pledge and Security Agreement dated as of the date hereof (the "Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit and Guaranty Agreement, the Grantors hereby agree with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including the registrations and applications referred to on Schedule I hereto (collectively, "Trademarks"), provided that "Trademarks" shall exclude and no security interest shall be granted in United States intent-to-use trademark or service mark applications to the extent that and solely during the period in which a grant of a security interest therein would impair the validity or enforceability of such intent-to-use applications under applicable federal law;

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder)(collectively, “Trademark Licenses”);

(c) all extensions or renewals of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(e) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and

(f) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

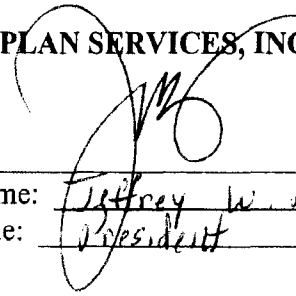
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


HEALTHPLAN SERVICES, INC.

By:


Name: Jeffrey W. Bak
Title: President

**HEALTHPLAN SERVICES
INSURANCE AGENCY, INC.**

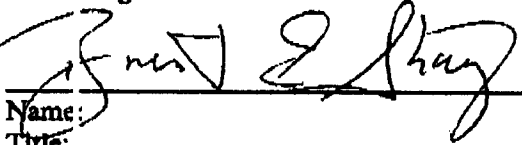
By:


Name: Jeffrey W. Bak
Title: V. President

*[Signature Page to Trademark
Security Agreement]*

Accepted and Agreed:

WELLS FARGO FOOTHILL, LLC
as Collateral Agent

By: 
Name: _____
Title: _____

*[Signature Page to Trademark
Security Agreement]*

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TRADEMARK REGISTRATIONS AND APPLICATIONS

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Consolidated Health Review	2,021,233	12/3/96	8/9/94	HealthPlan Services, Inc.	12/3/02	12/3/06
Consolidated Group Your Benefits Partner	1,994,629	8/20/96	1/12/95	HealthPlan Services, Inc.	8/20/02	8/20/06
Consolidated Group Your Benefits Partner & Design	1,994,628	8/20/96	1/12/95	HealthPlan Services, Inc.	8/20/02	8/20/06
COST WATCH	1,448,815	7/21/87	9/8/86	HealthPlan Services, Inc.	7/21/93	7/21/07
EMCA/Eastern Managed Care Administrators	CT20025	12/20/96		HealthPlan Services, Inc.		12/20/01
EMCA/Eastern Managed Care	MA53307	10/4/96		HealthPlan Services, Inc.		10/4/06

MARK	SERIAL/ DOCUMENT NO.	REGISTERED DATE	FILE DATE	OWNER	RENEWAL DATE	EXPIRATION DATE
Administrators						
EMCA/Eastern Managed Care Administrators	NH	11/15/96		HealthPlan Services, Inc.		11/15/06
EMCA/Eastern Managed Care Administrators	RI961108	11/14/96		HealthPlan Services, Inc.		11/14/06
EZService	1,737,055	12/1/92	3/26/92	HealthPlan Services, Inc.	12/1/02	12/1/02
PATH	75/020161		11/13/95	HealthPlan Services, Inc.	11/13/01	11/13/05
PLAN SERVICES Renewed	FL0927531	8/18/82	8/18/82 3/26/92	HealthPlan Services, Inc.		8/18/12
Platypus	2,858,568	6/29/04		HealthPlan Services Insurance Agency, Inc.	Approx 2009/2010	6/29/14
Your Benefits Partner	1,994,627	8/20/96	1/12/95	HealthPlan Services, Inc.	8/20/02	8/20/06
CAP and Design	37402 (MA)		1985	Consolidated Group, Inc.		Expired
CGB and Design	37338 (MA)		1985	Consolidated Group, Inc.		Expired
CGT and Design	1,034,067		2/17/76	HealthPlan Services, Inc.		Abandoned
CGT and Design	1,497,027		7/19/88	HealthPlan Services, Inc.		Abandoned
Consolidated Association Plans	37324 (MA)		1985	Consolidated Group, Inc.		Expired

MARK	SERIAL/ DOCUMENT NO.	REGISTERED DATE	FILE DATE	OWNER	RENEWAL DATE	EXPIRATION DATE
Consolidated Group	37298 (MA)		1985	Consolidated Group, Inc.		Expired
Consolidated Group Brokerage	37300 (MA)		1985	Consolidated Group, Inc.		Expired
D&B Plan Services	NH138,566					Canceled 12/94
STORK WATCH	501,461		3/18/94	HealthPlan Services, Inc.		Canceled 5/94

TRADENAME	REGISTRATION DATE	EXPIRATION DATE
Eastern Managed Care Administrators	Registered in NH 11/18/96	Expires 11/18/01
HCI HealthPlan Services	Registered in NH Date Unknown	Expires 05/20/06

FICTITIOUS NAME	STATES REGISTERED	OWNER
CGI Insurance Administrators	CA, FL, OK	Consolidated Group, Inc.
CGI Insurance Administrators	CA	Consolidated Group Claims, Inc.

SEARCHED BUT NOT REGISTERED

ACCESS

America's Benefit Specialists
Direct Connection Software
The SMART Plan

UNREGISTERED TRADEMARKS/TRADENAMES

Defender Elect
Defender II
Health Design
Health Design (Stylized)
Medchex
Passport
Plan Services
Plan Services (Stylized)
Plan Services, Inc.
The Smart Plan