

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of Nashville, The		04/07/2006	CORPORATION: TENNESSEE
RECEIVING PARTY DATA			
Name:	Healthworks Alliance, Inc.		
Street Address:	500 North Gulph Road, Suite 400		
City:	King of Prussia		
State/Country:	PENNSYLVANIA		
Postal Code:	19406-2816		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2083123	HEALTH WORKS	
Registration Number:	3010148	HEALTHWORKS ALLIANCE	
CORRESPONDENCE DATA			
Fax Number:	(615)244-6804		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(615)850-8567		
Email:	mark.plotkin@wallerlaw.com		
Correspondent Name:	Mark J. Plotkin		
Address Line 1:	511 Union Street, 27th Floor		
Address Line 2:	Waller Lansden Dortch & Davis LLP		
Address Line 4:	Nashville, TENNESSEE 37219-8966		
ATTORNEY DOCKET NUMBER:	PASSPORT HEALTH		
NAME OF SUBMITTER:	Mark Plotkin		
Signature:	/Mark Plotkin/		

OP \$65.00 2083123

Date:

04/12/2006

Total Attachments: 9

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SECURITY AGREEMENT RELEASE

THIS SECURITY AGREEMENT RELEASE (this "Release"), is made and entered into as of _____, 2006, by and between Passport Health Communications, Inc., a Tennessee corporation, ("Passport"), United Wisconsin Proservices, Inc., a Wisconsin corporation ("Proservices"), and HealthWorks Alliance, Inc., a Pennsylvania corporation ("HealthWorks") (collectively Passport, Proservices and HealthWorks are referred to as "Grantor") and The Bank of Nashville, a Tennessee banking corporation ("BON").

WHEREAS, Passport and Proservices entered into a certain Loan Agreement with BON dated September 16, 2004 (the "Loan Agreement");

WHEREAS, as a condition of the Loan Agreement, Passport and Proservices entered into a Security Agreement in favor of BON dated September 16, 2004 (the "Security Agreement");

WHEREAS, pursuant to the terms of the Security Agreement, Passport and Proservices granted to BON a security interest in all of their respective right, title, and interest in and to the Collateral (as defined in the Security Agreement), such Collateral including, without limitation, (i) the registered trademarks, trademark applications or service marks listed on Exhibit A attached hereto and made a part hereof and (ii) the registered copyrights and copyright applications listed on Exhibit B attached hereto and made a part hereof;

WHEREAS, the Security Agreement was recorded in the United States Patent and Trademark Office ("USPTO"), originally inadvertently as an assignment on September 23, 2004, but then correctly as a security agreement on April 6, 2005;

WHEREAS, the Security Agreement was recorded in the United States Copyright Office ("Copyright Office") on September 22, 2004;

WHEREAS, the parties amended and restated the Loan Agreement ("Amended Loan Agreement") and amended and restated the Security Agreement ("Amended Security Agreement") on April 29, 2005;

WHEREAS, the Grantors and BON entered into a Joinder Agreement ("Joinder Agreement") on May 2, 2005 joining HealthWorks as a party to the Amended Loan Agreement and Amended Security Agreement whereby HealthWorks granted to BON a security interest in all of its right, title and interest in and to the Collateral listed in the Joinder Agreement;

WHEREAS, as a condition of the Amended Security Agreement, the Security Agreement was released and such release was recorded with the USPTO on April 6, 2005;

WHEREAS, the Amended Security Agreement was recorded with the USPTO on May 3, 2005;

WHEREAS, the Amended Security Agreement was recorded with the Copyright Office on May 3, 2005;

WHEREAS, Grantor has fulfilled its obligations under the Loan Agreement and Amended Loan Agreement and has requested that the Amended Security Agreement be released;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Release of Security Interest.** BON hereby releases and terminates all liens and security interests in and to the Collateral that was mortgaged, pledged, hypothecated and granted as security for the secured obligations pursuant to the Security Agreement and Amended Security Agreement, and hereby, without recourse and without representation or warranty of any kind, assigns, conveys, grants, sets over, transfers and releases to the Grantor all right, title and interest, if any, in and to the Collateral and the proceeds thereof.

2. **Cancellation and Termination.** The parties hereto do hereby cancel and terminate the Amended Security Agreement and all rights and obligations of the parties thereunder.

3. **Intention.** Notwithstanding the fact that the Security Agreement was initially inadvertently recorded by BON with the USPTO as an "assignment" on September 23, 2004, the parties acknowledge and agree that the intent of the parties, as reflected in the Security Agreement, was for Passport and Proservices to grant to BON a security interest in the Collateral and not an outright assignment. This intent was later memorialized when the Security Agreement was re-recorded on April 6, 2005 as the grant of a security interest.

4. **Cooperation.** The parties agree that, at any time and from time to time, upon the written request of the other party, each party will execute and deliver such further documents and do such further acts and things as may be reasonably requested by the other party in order to effect the purposes of this Release.

5. **Binding Effect.** This Release, together with the recitals above, shall be binding upon the parties and their respective successors and assigns.

6. **Governing Law.** This Release shall be governed by and construed in accordance with the law of the State of Tennessee, except to the extent that the release of security interests hereunder is governed by the laws of a jurisdiction other than the State of Tennessee.

7. **Section Headings.** The section headings herein are for convenience of reference only and shall not affect in any way the interpretation of any of the provisions hereof.

8. **Counterparts.** This Release may be executed in any number of counterparts, each of which so executed shall be deemed to be an original and all of which together shall

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared _____, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be _____ of HealthWorks Alliance, Inc., the within named bargainer, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as _____.

Witness my hand and seal, at office in Nashville, Tennessee, this the ____ day of _____, 2006.

NOTARY PUBLIC

My Commission Expires: _____

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared Carolyn Mathis, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged ~~her~~ himself to be Vice-President of The Bank of Nashville, the within named bargainer, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by ~~her~~ himself as Vice-President.

Witness my hand and seal, at office in Nashville, Tennessee, this the 6th day of April, 2006.

My Commission Expires Sept 22, 2007

Jenny Motta
NOTARY PUBLIC

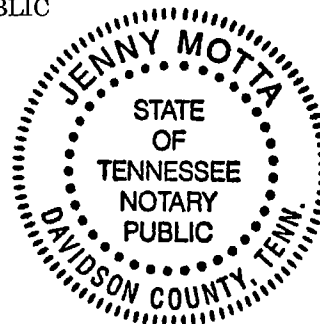


EXHIBIT A

Trademarks owned by Passport Health Communications, Inc.

Mark	Registration or Serial Number	Registration or Application Date	Owner
Passport Health Communications, Inc.	2,345,697	04/25/00	Passport Health Communications, Inc.
Passport Onesource	2,341,547	04/11/00	Passport Health Communications, Inc.
ProServices	2,993,897	09/13/05	Passport Health Communications, Inc.
ProServices (and design)	2,954,530	05/24/05	Passport Health Communications, Inc.

Trademarks owned by Healthworks Alliance, Inc.

Mark	Registration or Serial Number	Registration or Application Date	Owner
Healthworks (and design)	2,083,123	07/29/97	Healthworks Alliance, Inc.
Healthworks Alliance (and design)	3,010,148	11/01/05	Healthworks Alliance, Inc.

EXHIBIT B

Copyrights owned by United Wisconsin Proservices, Inc.

Copyright	Registration Number	Registration Date	Owner
AXCES Software Program	TX-2-600-432	03/28/89	United Wisconsin Proservices, Inc.
Home Health Coverage Determination Program	TX-4-440-259	12/30/96	United Wisconsin Proservices, Inc.
HomePro	TX-4-438-845	12/30/96	United Wisconsin Proservices, Inc.

constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Release by facsimile transmission shall be effective as delivery of a manually executed counterpart of this Release.

IN WITNESS WHEREOF, the parties hereto have caused this Release to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

PASSPORT HEALTH COMMUNICATIONS,
INC.

By: _____

UNITED WISCONSIN PROSERVICES, INC.

By: _____

HEALTHWORKS ALLIANCE, INC.

By: _____

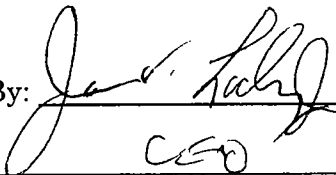
THE BANK OF NASHVILLE

By: Carolyn Mathis
Vice - President

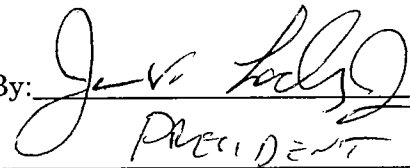
8. Counterparts. This Release may be executed in any number of counterparts, each of which so executed shall be deemed to be an original and all of which together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Release by facsimile transmission shall be effective as delivery of a manually executed counterpart of this Release.

IN WITNESS WHEREOF, the parties hereto have caused this Release to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

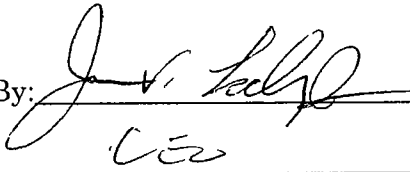
PASSPORT HEALTH COMMUNICATIONS,
INC.

By: 
CEO

UNITED WISCONSIN PROSERVICES, INC.

By: 
PRESIDENT

HEALTHWORKS ALLIANCE, INC.

By: 
CEO

THE BANK OF NASHVILLE

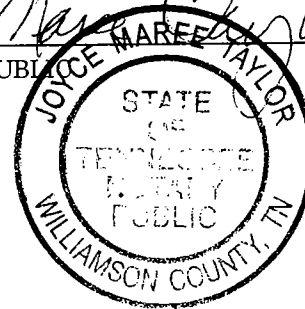
By: _____

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared James Lackey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be CEO of Passport Health Communications, Inc., the within named bargainer, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as CEO.

Witness my hand and seal, at office in Nashville, Tennessee, this the 7th day of April, 2006.

Joyce Marie Taylor
NOTARY PUBLIC



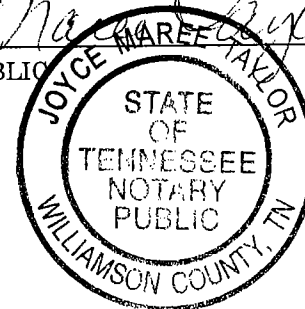
My Commission Expires: 8-31-09

STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared James Lackey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be CEO of United Wisconsin Proservices, Inc., the within named bargainer, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as CEO.

Witness my hand and seal, at office in Nashville, Tennessee, this the 7th day of April, 2006.

Joyce Marie Taylor
NOTARY PUBLIC



My Commission Expires: 8-31-09

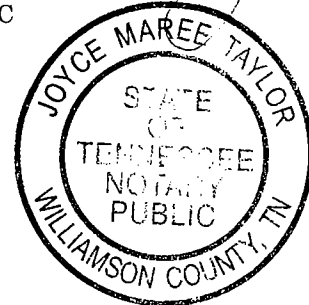
STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared James Lackey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be CEO of HealthWorks Alliance, Inc., the within named bargainer, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as CEO.

Witness my hand and seal, at office in Nashville, Tennessee, this the ___ day of _____, 2006.

Joyce Maree Taylor
NOTARY PUBLIC

My Commission Expires: 8-31-09



STATE OF TENNESSEE)
)
COUNTY OF DAVIDSON)

Before me, the undersigned, a Notary Public in and for the County and State aforesaid, personally appeared James Lackey, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged himself to be CEO of The Bank of Nashville, the within named bargainer, a corporation, and that he as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as CEO.

Witness my hand and seal, at office in Nashville, Tennessee, this the ___ day of _____, 2006.

Joyce Maree Taylor
NOTARY PUBLIC

My Commission Expires 8-31-2009

