

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest in Trademarks

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
UBS AG, STAMFORD BRANCH, as collateral agent		04/21/2006	CORPORATION:

**RECEIVING PARTY DATA**

<b>Name:</b>	NewQuest, LLC
<b>Street Address:</b>	44 Vantage Way
<b>Internal Address:</b>	Vantage Place, Suite 300
<b>City:</b>	Nashville
<b>State/Country:</b>	TENNESSEE
<b>Postal Code:</b>	37228
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: TEXAS

<b>Name:</b>	Signature Health Alliance, Inc.
<b>Street Address:</b>	44 Vantage Way
<b>Internal Address:</b>	Vantage Place, Suite 300
<b>City:</b>	Nashville
<b>State/Country:</b>	TENNESSEE
<b>Postal Code:</b>	37228
<b>Entity Type:</b>	CORPORATION: TENNESSEE

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Registration Number:	2772756	COMMUNITY PPO OF MIDDLE TENNESSEE
Registration Number:	2721573	HEALTHSPRING
Registration Number:	2724418	HEALTHSPRING CARES

**CORRESPONDENCE DATA**

Fax Number: (202)728-0744

CH \$90.00 2772756

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 2027216405  
Email: christine.wilson@thomson.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1133 Avenue of the Americas  
Address Line 2: Suite 3100  
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	04/25/2006

**Total Attachments: 4**

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## **RELEASE OF SECURITY INTEREST IN TRADEMARKS**

**THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS** (this "**Release**") is made as of April 21, 2006 ("**Effective Date**") by UBS AG, Stamford Branch (the "**Collateral Agent**") in favor of NewQuest, LLC, a Texas limited liability company and Signature Health Alliance, Inc., a Tennessee corporation (each individually a "**Pledgor**" and together the "**Pledgors**").

**WHEREAS**, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of March 1, 2005, (the "**Trademark Security Agreement**;" each capitalized term used herein without definition shall have the meaning ascribed to such term in the Trademark Security Agreement), the Pledgors granted to Collateral Agent a continuing security interest in all of its right, title and interest in, to and under its Trademarks listed on Schedule I attached thereto, all Goodwill associated with such Trademarks and all Proceeds of any and all of the foregoing (other than Excluded Property) (collectively, the "**Collateral**");

**WHEREAS**, the Pledgors have paid all of their outstanding indebtedness to the Collateral Agent secured by Collateral.

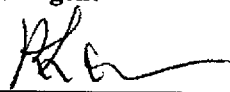
**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent hereby terminates the Trademark Security Agreement, and hereby terminates, cancels, re-pledges, reassigns and releases any and all security interests it has against the Collateral.

If and to the extent the Collateral Agent has acquired any right, title or interest in, to or under any of the Collateral, it hereby assigns and transfers such rights, title or interest to the Pledgors.

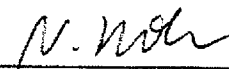
The Collateral Agent shall take all further actions, and provide to the Pledgors and each of their respective successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Pledgors, at Pledgors' sole cost and expense, to more fully and effectively effectuate the purposes of this Release.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date.

**UBS AG, STAMFORD BRANCH,**  
as Collateral Agent

By: 

Name: Richard L. Tavrow  
Title: Director

By: 

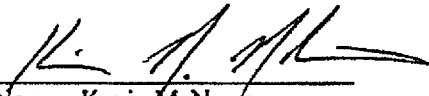
Name: Vladimira Holeckova  
Title: Associate Director

[Release of Security Interest in Trademarks]

**TRADEMARK**  
**REEL: 003296 FRAME: 0697**

Acknowledged:

NEWQUEST, LLC  
SIGNATURE HEALTH ALLIANCE, INC.

By:   
Name: Kevin McNamara  
Title: Authorized Officer

[Release of Security Interest in Trademarks]

TRADEMARK  
REEL: 003296 FRAME: 0698

Schedule A

**TRADEMARKS**

**Trademark Registrations:**

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>COUNTRY / STATE</b>	<b>TRADEMARK</b>
Signature Health Alliance, Inc.	2,772,756	U.S.	COMMUNITY PPO OF MIDDLE TENNESSEE
NewQuest, LLC	2,721,573	U.S.	HEALTHSPRING
NewQuest, LLC	2,724,418	U.S.	HEALTHSPRING CARES
Signature Health Alliance		Tennessee	SIGNATURE HEALTH ALLIANCE
Signature Health Alliance		Tennessee	SIGNATURE HEALTH ALLIANCE

**Trademark Applications:**

NONE.