

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																
NATURE OF CONVEYANCE:	Trademark Security Agreement																
CONVEYING PARTY DATA																	
<table border="1"><thead><tr><th>Name</th><th>Formerly</th><th>Execution Date</th><th>Entity Type</th></tr></thead><tbody><tr><td>HEALTHSPRING, INC</td><td></td><td>04/21/2006</td><td>CORPORATION: DELAWARE</td></tr><tr><td>NEWQUEST, LLC</td><td></td><td>04/21/2006</td><td>LIMITED LIABILITY COMPANY: TEXAS</td></tr><tr><td>SIGNATURE HEALTH ALLIANCE, INC.</td><td></td><td>04/21/2006</td><td>CORPORATION: TENNESSEE</td></tr></tbody></table>	Name	Formerly	Execution Date	Entity Type	HEALTHSPRING, INC		04/21/2006	CORPORATION: DELAWARE	NEWQUEST, LLC		04/21/2006	LIMITED LIABILITY COMPANY: TEXAS	SIGNATURE HEALTH ALLIANCE, INC.		04/21/2006	CORPORATION: TENNESSEE	
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HEALTHSPRING, INC		04/21/2006	CORPORATION: DELAWARE														
NEWQUEST, LLC		04/21/2006	LIMITED LIABILITY COMPANY: TEXAS														
SIGNATURE HEALTH ALLIANCE, INC.		04/21/2006	CORPORATION: TENNESSEE														
RECEIVING PARTY DATA																	
Name:	UBS AG, STAMFORD BRANCH, as collateral agent																
Street Address:	677 Washington Boulevard																
City:	Stamford																
State/Country:	CONNECTICUT																
Postal Code:	06901																
Entity Type:	Banking Corporation:																
PROPERTY NUMBERS Total: 3																	
<table border="1"><thead><tr><th>Property Type</th><th>Number</th><th>Word Mark</th></tr></thead><tbody><tr><td>Registration Number:</td><td>2772756</td><td>COMMUNITY PPO OF MIDDLE TENNESSEE</td></tr><tr><td>Registration Number:</td><td>2721573</td><td>HEALTHSPRING</td></tr><tr><td>Registration Number:</td><td>2724418</td><td>HEALTHSPRING CARES</td></tr></tbody></table>	Property Type	Number	Word Mark	Registration Number:	2772756	COMMUNITY PPO OF MIDDLE TENNESSEE	Registration Number:	2721573	HEALTHSPRING	Registration Number:	2724418	HEALTHSPRING CARES					
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Registration Number:	2724418	HEALTHSPRING CARES															
CORRESPONDENCE DATA																	
Fax Number:	(202)728-0744																
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>																	
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																

CH \$90.00 2772756

900048453

TRADEMARK
REEL: 003304 FRAME: 0598

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	05/08/2006
Total Attachments: 5 source=healthspring - ubs - tm 4025#page4.tif source=healthspring - ubs - tm 4025#page5.tif source=healthspring - ubs - tm 4025#page6.tif source=healthspring - ubs - tm 4025#page7.tif source=healthspring - ubs - tm 4025#page8.tif	

Trademark Security Agreement

Trademark Security Agreement, dated as of April 21, 2006, by HEALTHSPRING, INC., a Delaware corporation, NEWQUEST, LLC, a Texas limited liability company and SIGNATURE HEALTH ALLIANCE, INC., a Tennessee corporation (individually, a "Pledgor", and, collectively, the "Pledgors"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

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

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

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the Secured Obligations, each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

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 pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the 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

Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

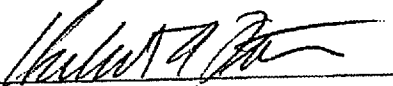
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

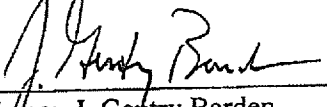
IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

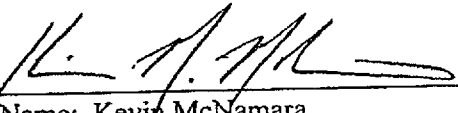
HEALTHSPRING, INC.

By: 
Name: Herbert A. Fritch
Title: Chairman of the Board of Directors,
President and Chief Executive Officer

NEWQUEST, LLC

By: 
Name: J. Gentry Barden
Title: Secretary

SIGNATURE HEALTH ALLIANCE, INC.

By: 
Name: Kevin McNamara
Title: Treasurer

[Trademark Security Agreement]

UBS AG, STAMFORD BRANCH

By: 

Name: Richard L. Tarrow
Title: Director

By: 

Name: Sailoz Sikka
Title: Associate Director

[Trademark Security Agreement]

TRADEMARK
REEL: 003304 FRAME: 0603

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

OWNER	REGISTRATION NUMBER	COUNTRY / STATE	TRADEMARK
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.