

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
SHPS, INC.		08/09/2006	CORPORATION: FLORIDA
SHPS Health Management Solutions, Inc.		08/09/2006	CORPORATION: DELAWARE
Landacorp, Inc.		08/09/2006	CORPORATION: DELAWARE
Promedex, Inc.		08/09/2006	CORPORATION: DELAWARE
SHPS Human Resource Solutions, Inc.	FORMERLY EBENX, INC.	08/09/2006	CORPORATION: KENTUCKY

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A. as Second Lien Collateral Agent
Street Address:	270 Park Ave.
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Association:

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	2517784	SHPS
Registration Number:	2388299	SHPS
Registration Number:	2451339	SHPS
Registration Number:	2449548	SHPS
Registration Number:	2705082	PEOPLETECHNOLOGY
Registration Number:	2012144	BABYWISE
Registration Number:	2023280	CARESUPPORT
Registration Number:	1574030	CAREWISE
Registration Number:	2023281	LIVINGWISE

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Registration Number:	2805695	
Registration Number:	2196935	WEBELECT
Registration Number:	2710087	EBENX CONNEXION
Registration Number:	2721087	EBENX WEBINQUIRY
Registration Number:	2721088	EBENX WEBREMIT
Registration Number:	2723906	EBENX
Registration Number:	2719169	FOR THE HEALTH AND WELFARE OF YOUR BUSINESS
Registration Number:	1411602	CAREREVIEW
Registration Number:	2193444	LANDACORP
Registration Number:	2548779	MAXSYS
Registration Number:	2687735	MAXMC
Registration Number:	2940284	HEALTHVIEWS
Registration Number:	2311085	
Registration Number:	2372279	MANAGING FOR TOMORROW
Registration Number:	2393132	SMOKE-FREE TOMORROW
Registration Number:	2657486	NETCARE
Serial Number:	78562442	CARE WISE
Serial Number:	78496656	CAREWISE
Serial Number:	78339287	BEN-NET
Serial Number:	78496658	MANAGING FOR TOMORROW

CORRESPONDENCE DATA

Fax Number: (866)459-2899
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-783-2700
Email: Oleh.Hereliuk@federalresearch.com
Correspondent Name: CBC Companies dba Federal Research
Address Line 1: 1023 Fifteenth Street, NW, Ste 401
Address Line 2: attn: Oleh Hereliuk
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	365817
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	09/20/2006

Total Attachments: 13

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SECOND LIEN PATENT AND TRADEMARK
SECURITY AGREEMENT dated as of August 9, 2006, among
SHPS HOLDINGS, INC., a Delaware corporation (“Holdings”),
SHPS, INC., a Florida corporation and a subsidiary of Holdings
(the “Borrower”) and JPMORGAN CHASE BANK, N.A., as the
Collateral Agent (in such capacity, the “Collateral Agent”).

Reference is made to (a) the Second Lien Credit Agreement dated as of August 9, 2006 (as amended, supplemented or otherwise modified from time to time, the “Second Lien Credit Agreement”), among Holdings, the Borrower, the lenders from time to time party thereto (the “Lenders”) and JPMorgan Chase Bank, N.A., as administrative agent and collateral agent thereunder and (b) the Second Lien Guarantee and Collateral Agreement dated as of August 9, 2006 (as amended, supplemented or otherwise modified from time to time, the “Second Lien Collateral Agreement”), among Holdings, the Borrower, the other Loan Parties from time to time party thereto and the Collateral Agent. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Second Lien Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Holdings and the Subsidiaries party hereto are affiliates of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Second Lien Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Second Lien Collateral Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each of the Grantors, pursuant to the Second Lien Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the “Patent and Trademark Collateral”):

(a) all letters patent of the United States, all registrations and recordings thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office, including those listed on Schedule I attached hereto (the “Patents”);

(b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions of the Patents, and the inventions disclosed or claimed in the

Patents, including the right to make, use and/or sell the inventions disclosed or claimed in the Patents;

(c) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule II attached hereto (the “Trademarks”);

(d) all goodwill associated with or symbolized by the Trademarks; and

(e) all assets, rights and interests that uniquely reflect or embody such goodwill.

Notwithstanding the foregoing, the Patent and Trademark Collateral shall not include any assets and properties now owned or at any time hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title or interest if the grant of a security interest in such assets or properties in the manner contemplated by this Agreement, under the terms thereof or under applicable law, is prohibited or would give any other party the right to terminate a license or other agreement relating to such assets or properties, provided that any such limitation on the security interest granted hereunder shall only apply to the extent that any such prohibition or termination right would not be rendered ineffective pursuant to the UCC or any other applicable law.

SECTION 3. Second Lien Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Second Lien Collateral Agreement. The parties hereto hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Patent and Trademark Collateral are more fully set forth in the Second Lien Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Second Lien Collateral Agreement, the terms of the Second Lien Collateral Agreement shall govern.

SECTION 4. Intercreditor Agreement. Reference is made to the Intercreditor Agreement. Notwithstanding any other provision contained herein, this Agreement, the grants of security interests made hereby and the rights, remedies, duties and obligations provided for herein are subject in all respects to the provisions of the Intercreditor Agreement and, to the extent provided therein, the First Lien Security Documents (as such term is defined in the Intercreditor Agreement). In the event of any conflict or inconsistency between the provisions of this Agreement and the Intercreditor Agreement, the provisions of the Intercreditor Agreement shall control.

SECTION 5. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

IN WITNESS WHEREOF, the parties hereto have duly executed this
Second Lien Patent and Trademark Security Agreement as of the day and year first above
written.

SHPS, INC.,

by *Pishalle Melit*

Name:

Title:

Signature Page to Patent & Trademark Security Agreement - Second Lien

TRADEMARK
REEL: 003393 FRAME: 0768

SHPS HOLDINGS, INC.,

by Rishabh Mehta

Name:

Title:

Signature Page to Patent & Trademark Security Agreement - Second Lien

TRADEMARK
REEL: 003393 FRAME: 0769

IN WITNESS WHEREOF, the parties hereto have duly executed this
Second Lien Patent and Trademark Security Agreement as of the day and year first above
written.

SHPS, INC.,

by

Name:
Title:


SHPS HOLDINGS, INC.,

by

Name:
Title:

JPMORGAN CHASE BANK, N.A., as
Collateral Agent,

by



Name: **THOMAS T. HOU**
Title: **VICE PRESIDENT**

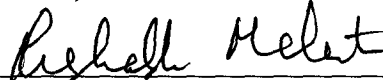
[OTHER GRANTORS],

by

Name:
Title:

SHPS HUMAN RESOURCE SOLUTIONS, INC.
SHPS HEALTH MANAGEMENT SOLUTIONS, INC.
LANDACORP, INC.
PATIENTCENTRIX, INC.
PROMEDEX, INC.

by



Name:

Title:

Schedule I
Patents

SHPS Human Resource Solutions, Inc. (f/k/a eBenX, Inc.)

Patent -- U.S. Patent No. 6,067,522 "Health and Welfare Benefit Enrollment and Billing System and Method".

Schedule II
Trademarks

SHPS, Inc.

Trademarks:

Mark	Status	Reg. No.	Reg. Date
SHPS AND DESIGN	Registered	2517784	12/11/01
SHPS	Registered	2388299	09/19/00
SHPS	Registered	2451339	05/15/01*
SHPS AND DESIGN	Registered	2449548	05/08/01
PEOPLETECHNOLOGY	Registered	2705082	04/08/03
Care Wise	Application	78562442	02/08/05 (Filed)
Carwise	Application	78496656	10/08/04 (Filed)

*Sykes Health Plan Services, Inc. is registered owner

SHPS Health Management Solutions, Inc.
(f/k/a CareWise, Inc.)

Trademarks:

Mark	Status	Reg. No.	Reg. Date
BabyWise	Registered	2012144	10/29/96
CareSupport	Registered	2023280	12/17/96
CareWise	Renewed	1574030	12/26/89
LivingWise	Registered	2023281	12/17/96
CareWise logo	Registered	2805695	01/13/04

SHPS Human Resource Solutions, Inc. (f/k/a eBenX, Inc.)

Trademarks

Mark	Filing Date	Application / Reg. No.	Registration Date
WEBELECT	07/29/96	2196935	10/20/98
EBENX CONNEXION	01/18/02	2710087	04/22/03

eBenX WEBINQUIRY	07/11/02	2721087	06/03/03
eBenX WebRemit	07/11/02	2721088	06/03/03
EBENX	07/17/02	2723906	06/10/03
For the Health and Welfare...	07/17/02	2719169	05/27/03
BEN-NET	12/11/03	78339287	

SHPS Health Management Solutions, Inc. (f/k/a National Health Services, Inc.)

Trademarks:

Mark	Reg. Date	Reg. No.
CAREREVIEW	September 30, 1986	1411602
CAREREVIEW	December 3, 1986	WI1101746336 (Wisconsin)

Landacorp, Inc.

Trademarks:

Mark	Reg. Date	Reg. No.
LANDACORP	October 6, 1998	2193444
MAXSYS	March 19, 2002	2548779
MAXMC	February 18, 2003	2687735
HEALTHVIEWS	April 12, 2005	2940284

Trademark Applications:

Mark	Filing Date	App. No.
Managing for Tomorrow	October 8, 2004	78496658

Promedex, Inc.

Trademarks:

Mark	Reg. Date	Reg. No.
Design Only	January 25, 2000	2311085

MANAGING FOR TOMORROW	August 1, 2000	2372279
SMOKE-FREE TOMORROW	October 10, 2000	2393132
NETCARE	December 10, 2002	2657486