

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Second Amendment to Amended and Restated Collateral Patent, Trademark, Copyright and License Assignment

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
APS Healthcare Bethesda, Inc.		11/13/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	CapitalSource Finance LLC
Street Address:	4445 Willard Avenue, 12th Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	78641010	HEALTHY AT WORK...TOTAL ABSENCE MANAGEMENT
Serial Number:	78641027	HEALTHY TOGETHER...BOUNCE BACK!
Serial Number:	78641043	HEALTHY TOGETHER...COMMIT TO QUIT!
Serial Number:	78641061	HEALTHY TOGETHER...LIVING WISELY!
Serial Number:	78641066	HEALTHY TOGETHER...NEW HORIZONS!
Serial Number:	78641052	HEALTHY TOGETHER...THE HEALTHY WEIGH!
Serial Number:	77040863	APS HEALTHCARE HEALTHY TOGETHER
Serial Number:	77040838	APS CLINICS OF PUERTO RICO TE AYUDAMOS A VIVIR MEJOR
Serial Number:	77040825	APS HEALTHCARE PUERTO RICO TE AYUDAMOS A VIVIR MEJOR

CORRESPONDENCE DATA

Fax Number: (214)758-1550
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

OP \$240.00 78641010

Phone: 214-758-3552
Email: dcollins@pattonboggs.com
Correspondent Name: Darren W. Collins
Address Line 1: 2001 Ross Avenue, Suite 3000
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	013043.0129
NAME OF SUBMITTER:	Darren W. Collins
Signature:	/Darren W. Collins/
Date:	11/17/2006

Total Attachments: 5

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SECOND AMENDMENT
TO
AMENDED AND RESTATED COLLATERAL PATENT, TRADEMARK,
COPYRIGHT AND LICENSE ASSIGNMENT

THIS SECOND AMENDMENT TO AMENDED AND RESTATED COLLATERAL PATENT, TRADEMARK, COPYRIGHT AND LICENSE ASSIGNMENT ("Amendment") is made and entered into this 13th day of November, 2006 by and between **APS HEALTHCARE BETHESDA, INC.**, a Delaware corporation ("Assignor") and **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company ("Assignee"), as follows:

WHEREAS, Assignor and Assignee entered into that certain Amended and Restated Collateral Patent, Trademark, Copyright and License Assignment dated as of March 29, 2002, as amended by that certain First Amendment to Amended and Restated Collateral, Trademark, Copyright and License Assignment, dated as of June 28, 2005 (and as may be further amended and restated, the "IP Security Agreement"), wherein Assignor granted to Assignee a security interest in the Collateral (as defined therein) to secure the Secured Obligations (as defined therein); and

WHEREAS, the IP Security Agreement was recorded with the United States Patent and Trademark Office (a) on August 1, 2003, Reel 2795/Frame 0514, as corrected in Reel 3091/Frame 0849, and (b) on February 2, 2004, Reel 2908/Frame 0532, as corrected in Reel 3094/Frame 0361; and

WHEREAS, the parties now desire to amend the IP Security Agreement as provided hereinbelow:

NOW, THEREFORE, in consideration of the mutual covenants, representations, warranties and agreements contained herein, and for other valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Amendment of Schedule B. Effective as of the date hereof, Schedule B attached to the IP Security Agreement shall be amended to include the Marks identified on Schedule I attached hereto.
2. Consent to this Amendment. All the parties hereto consent to the terms and provisions of this Amendment.
3. Ratification. The Collateral shall continue to secure the Secured Obligations (as such terms are defined in the IP Security Agreement) pursuant to the terms of the IP Security Agreement. The representations and warranties contained in the IP Security Agreements are true and correct as of the date hereof. The terms and provisions set forth in this Amendment shall modify and supercede all inconsistent terms and provisions set forth in the IP Security Agreement, but except as expressly modified and superceded by this Amendment, the terms and provisions of the IP Security Agreement are ratified and confirmed and shall continue in full force and effect, Assignor hereby agreeing that the IP Security Agreement continue to be validly existing, binding and enforceable in accordance with their respective terms, as amended hereby.
4. References to IP Security Agreement. The IP Security Agreement and any and all other Loan Documents are hereby amended so that any reference in the IP Security Agreement and in such other Loan Documents to the IP Security Agreement shall mean a reference to the IP Security Agreement, as amended hereby.

5. Counterparts. This Amendment may be executed in one or more counterparts, all of which taken together shall constitute but one and the same instrument. This Amendment may be executed by facsimile transmission, which facsimile signatures shall be considered original executed counterparts, and each party to this Amendment agrees that it will be bound by its own facsimile signature and that it accepts the facsimile signature of each other party to this Amendment.

6. Headings. The headings, captions, and arrangements used in this Amendment are for convenience only and shall not affect the interpretation of this Amendment.

7. Applicable Law. THE IP SECURITY AGREEMENT, AS AMENDED HEREBY, SHALL CONTINUE TO BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE CHOICE OF LAW PROVISIONS SET FORTH IN THE IP SECURITY AGREEMENTS AND SHALL BE SUBJECT TO THE WAIVER OF JURY TRIAL AND NOTICE PROVISIONS OF THE IP SECURITY AGREEMENTS.

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IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of the date first above written.

ASSIGNOR:

APS HEALTHCARE BETHESDA, INC.

By: Eileen Auen
Name: Eileen Auen
Title: CEO

ASSIGNEE:

CAPITALSOURCE FINANCE LLC

By: _____
Name: _____
Title: _____

STATE OF MD)

COUNTY OF Montgomery : ss.:

Before me, the undersigned, on this 9 day of ~~June~~ November, 2006, personally appeared Eileen Auen, to me known personally, and who being by me duly sworn, deposes and says that he/she is CEO of APS Healthcare Bethesda, Inc., and that this instrument was signed on behalf of said corporation, and he acknowledged said instrument to be the free act and deed of said corporation.

ALISA CHESTLER
Notary Public NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires March 2, 2010
My Commission Expires:

STATE OF _____)

COUNTY OF _____ : ss.:

Before me, the undersigned, on this ____ day of June, 2006, personally appeared _____, to me known personally, and who being by me duly sworn, deposes and says that he is the _____ of CapitalSource Finance LLC, and that this instrument was signed on behalf of said company, and he acknowledged said instrument to be the free act and deed of said company.

Notary Public
My Commission Expires:

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of the date first above written.

ASSIGNOR:

APS HEALTHCARE BETHESDA, INC.

By: _____
Name: _____
Title: _____

ASSIGNEE:

CAPITALSOURCE FINANCE LLC

By: 
Name: Shaila Lakhani Ohri
Title: Senior Counsel

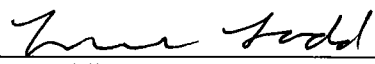
STATE OF _____)
: ss.:
COUNTY OF _____)

Before me, the undersigned, on this ____ day of November, 2006, personally appeared _____, to me known personally, and who being by me duly sworn, deposes and says that he/she is _____ of APS Healthcare Bethesda, Inc., and that this instrument was signed on behalf of said corporation, and he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public
My Commission Expires:

STATE OF Maryland)
: ss.:
COUNTY OF Montgomery)

Before me, the undersigned, on this 13 day of November, 2006, personally appeared Shaila L. Ohri, to me known personally, and who being by me duly sworn, deposes and says that she is the Senior Counsel of CapitalSource Finance LLC, and that this instrument was signed on behalf of said company, and she acknowledged said instrument to be the free act and deed of said company.


Notary Public
My Commission Expires: 3/30/09

SCHEDULE I

Schedule I to Second Amendment to Amended and Restated Collateral Patent,
Trademark, Copyright and License Agreement dated effective as of November 13, 2006 by and
between APS HEALTHCARE BETHESDA, INC. and CAPITALSOURCE FINANCE LLC.

Trademarks

<u>Mark</u>	<u>Record Owner</u>	<u>Application/Reg. No.</u>
HEALTHY AT WORK . . .	APS Healthcare Bethesda, Inc.	78/641010
TOTAL ABSENCE MANAGEMENT		
HEALTHY TOGETHER . . .	APS Healthcare Bethesda, Inc.	78/641027
BOUNCE BACK!		
HEALTHY TOGETHER . . .	APS Healthcare Bethesda, Inc.	78/641043
COMMIT TO QUIT!		
HEALTHY TOGETHER . . .	APS Healthcare Bethesda, Inc.	78/641061
LIVING WISELY!		
HEALTHY TOGETHER . . .	APS Healthcare Bethesda, Inc.	78/641066
NEW HORIZONS!		
HEALTHY TOGETHER . . .	APS Healthcare Bethesda, Inc.	78/641052
THE HEALTHY WEIGH!		
APS HEALTHCARE HEALTHY TOGETHER & Design	APS Healthcare Bethesda, Inc.	77/040,863
APS CLINICS OF PUERTO RICO TE AYUDAMOS A VIVIR MEJOR	APS Healthcare Bethesda, Inc.	77/040,838
APS HEALTHCARE PUERTO RICO TE AYUDAMOS A VIVIR MEJOR	APS Healthcare Bethesda, Inc.	77/040,825