

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Amerigroup Corporation		03/26/2007	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Wachovia Bank, National Association
<b>Street Address:</b>	101 W. Main Street
<b>City:</b>	Norfolk
<b>State/Country:</b>	VIRGINIA
<b>Postal Code:</b>	23510
<b>Entity Type:</b>	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 39**

Property Type	Number	Word Mark
Registration Number:	2037585	AMERICAID
Registration Number:	2407364	AMERITOLS
Registration Number:	2414931	AN AMERIGROUP COMPANY
Registration Number:	2510434	CARING TODAY FOR A HEALTHY TOMORROW
Registration Number:	2525618	AMERIONE
Registration Number:	2145108	AMERIPLUS
Registration Number:	2215444	AMERIGROUP
Registration Number:	2629012	AMERIFAM
Registration Number:	2752714	
Registration Number:	2752715	
Registration Number:	2754934	REMIX STRATEGY
Registration Number:	2775143	CAREPLUS HEALTH PLAN
Registration Number:	2812238	TAKING CARE OF BABY AND ME
Registration Number:	2355660	AMERIKIDS

OP \$990.00 2037585

Registration Number:	2872737	AGP
Registration Number:	2388749	REAL CARING
Registration Number:	2923242	YOUR KIDS ARE OUR KIDS
Registration Number:	2940921	POWER ZONE
Registration Number:	2958522	POWER UP
Registration Number:	2980268	EARLY CASE FINDING
Registration Number:	2982135	AMERIVANTAGE
Serial Number:	78641769	CAREPLUS CONNECTIONS
Serial Number:	78681686	AMERIGROUP COMMUNITY CARE LIVE WELL
Serial Number:	78490461	21ST CENTURY HOUSECALL
Serial Number:	78382940	AMERIPRIME
Serial Number:	78382943	AMERIGOLD
Serial Number:	78624364	AMERITEENS
Serial Number:	78311951	POWER HOUR
Serial Number:	78681717	AMERIGROUP CORPORATION LIVE WELL
Serial Number:	78511133	AMERINET
Serial Number:	78466889	AMERICORP
Serial Number:	78805908	AMERIGROUP COMMUNITY CARE LIVE WELL VIVA BIEN
Serial Number:	78921537	AMERISPAN
Serial Number:	78941766	AMERIBRIDGE
Serial Number:	78636527	AMERIGROUP COMMUNITY CARE
Serial Number:	78636572	BEE WISE IMMUNIZE
Serial Number:	78636590	HIP HOP 4 HEALTH
Serial Number:	78851514	
Serial Number:	78869850	ONE CARD. ONE CONTACT. ONE COMPANY.

**CORRESPONDENCE DATA**

Fax Number: (312)993-9767  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-993-2647  
Email: zeynep.gieseke@lw.com  
Correspondent Name: Zeynep Gieseke  
Address Line 1: 233 South Wacker Drive, Ste 5800  
Address Line 2: Latham & Watkins LLP  
Address Line 4: Chicago, ILLINOIS 60606-6401

ATTORNEY DOCKET NUMBER: 022411-0744

NAME OF SUBMITTER:	Zeynep Gieseke
Signature:	/zg/
Date:	03/27/2007

**Total Attachments: 11**

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement, dated as of March 26, 2007 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), between AMERIGROUP CORPORATION (the "Grantor") and WACHOVIA BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Grantor is party to a Pledge and Security Agreement dated as of March 26, 2007 (the "Pledge and Security Agreement") between the Grantor, the other grantors party thereto and the Collateral Agent pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

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

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Grantor hereby grants to the Collateral Agent for the benefit of the Secured Parties, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under the following, whether now owned or existing or hereafter created or acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Trademark Licenses").

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 for the Secured Parties pursuant to the Pledge and Security Agreement and Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and 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 Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

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


**AMERIGROUP CORPORATION**

By: James W. Jones  
Name: James W. Jones  
Title: EVP, CFO

[Signature Page to Trademark Security Agreement]

Accepted and Agreed:

**WACHOVIA BANK, NATIONAL ASSOCIATION**  
as Collateral Agent

By:   
Name: George G. Ballie  
Title: SVP

[Signature Page to Trademark Security Agreement]

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT  
TRADEMARK REGISTRATIONS AND APPLICATIONS

AMERIGROUP CORPORATION UNITED STATES TRADEMARK REGISTRATIONS

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Class
AMERICAID	74605042	1-Dec-94	2037585	11-Feb-97	Intl: 36
AMERITOOOLS	75807199	3-Sep-99	2407364	21-Nov-00	Intl: 42
AN AMERIGROUP COMPANY	75403796	11-Dec-97	2414931	26-Dec-00	Intl: 36*42
CARING TODAY FOR A HEALTHY TOMORROW	76235078	3-Apr-01	2510434	20-Nov-01	Intl: 36*42
AMERIONE	75646567	23-Feb-99	2525618	1-Jan-02	Intl: 36*42
AMERIPLUS	75038983	2-Jan-96	2145108	17-Mar-98	Intl: 36



Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Class
AMERIGROUP	75317610	1-Jul-97	2215444	29-Dec-98	Intl: 36*42
AMERIFAM	76085248	8-Jul-00	2629012	1-Oct-02	Intl: 36*42
BUNNY design	76465642	8-Nov-02	2752714	19-Aug-03	Intl: 36*44
BUNNY FAMILY design	76465647	8-Nov-02	2752715	19-Aug-03	Intl: 36*44
REMIX STRATEGY	76157860	1-Nov-00	2754934	26-Aug-03	Intl: 42
CAREPLUS HEALTH PLAN	76465645	8-Nov-02	2775143	21-Oct-03	Intl: 36*44
TAKING CARE OF BABY AND ME	76409204	16-May-02	2812238	10-Feb-04	Intl: 35
AMERIKIDS	75328469	22-Jul-97	2355660	6-Jun-00	Intl: 36
AGP	78197221	23-Dec-02	2872737	10-Aug-04	Intl: 36*44
REAL CARING	75695980	3-May-99	2388749	19-Sep-00	Intl: 36*42
YOUR KIDS ARE OUR KIDS	78360079	30-Jan-04	2923242	1-Feb-05	Intl: 36*44
POWER ZONE	78311942	10-Oct-03	2940921	12-Apr-05	Intl: 36*44

Trademark	App. No.	App. Date	Reg. No.	Reg. Date	Class
POWER UP	78311965	10-Oct-03	2958522	31-May-05	Intl: 44
EARLY CASE FINDING	78371056	20-Feb-04	2980268	26-Jul-05	Intl: 44
AMERIVANTAGE	78338782	10-Dec-03	2982135	2-Aug-05	Intl: 36*44
CAREPLUS CONNECTIONS	78641769	1-Jun-05	3182855	12-Dec-06	Intl: 39*43*4 4
AMERIGROUP COMMUNITY CARE LIVE WELL	78681686	29-Jul-05	3191909	2-Jan-07	Intl: 36*44

AMERIGROUP CORPORATION UNITED STATES TRADEMARK APPLICATIONS

Trademark	App. No.	App. Date	Class
21st CENTURY HOUSECALL	78490461	28-Sep-04	Intl: 44
AMERIPRIME	78382940	12-Mar-04	Intl: 44
AMERIGOLD	78382943	12-Mar-04	Intl: 44
AMERITEENS	78624364	5-May-05	Intl: 36*44
POWER HOUR	78311951	10-Oct-03	Intl: 36*44
AMERIGROUP CORPORATION LIVE WELL	78681717	29-Jul-05	Intl: 36*44
AMERINET	78511133	1-Nov-04	Intl: 36*44
AMERICORP	78466889	13-Aug-04	Intl: 36
AMERIGROUP COMMUNITY CARE LIVE WELL VIVA BIEN	78805908	2-Feb-06	Intl: 36*44

Trademark	App. No.	App. Date	Class
AMERISPAN	78921537	30-Jun-06	36*44
AMERIBRIDGE	78941766	31-Jul-06	36*44
AMERIGROUP COMMUNITY CARE	78636527	24-May-05	Intl: 36*44
BEE WISE IMMUNIZE	78636572	24-May-05	Intl: 44
HIP HOP FOR HEALTH	78636590	24-May-05	Intl: 44
Dancing Children Logo	78851514	31-Mar-06	Intl: 36*44
ONE CARD. ONE CONTACT. ONE COMPANY	78869850	26-Apr-06	36*44

AMERIGROUP CORPORATION STATE TRADEMARK REGISTRATIONS

Trademark	State	Reg. No.	Reg. Date	Class
AMERIGROUP	OH	81060	2-Sep-97	Intl: 0
AMERIGROUP	VA	601	2-Sep-97	Intl: 100
AMERIGROUP	VA	602	2-Sep-97	Intl: 102
AMERIGROUP	NY	S-15785	2-Sep-97	Intl: 100* 102
AMERIGROUP	TN		2-Sep-97	Intl: 100* 102
AMERIGROUP	IL	81060	9-Sep-97	Intl: 100* 102
AMERIGROUP-	NJ	14837	12-Sep-97	Intl: 36

AMERIGROUP CORPORATION TRADEMARK LICENSES

Agreement	Effective Date	Licensor	Licensee	Reg No.
SERVICE MARK LICENSE AGREEMENT	1-Mar-05	CarePlus LLC	CarePlus Health Plans, Inc.	2755143