TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CapitalSource Finance LLC		06/01/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	APS Healthcare Bethesda, Inc.
Street Address:	8403 Colesville Road
City:	Silver Springs
State/Country:	MARYLAND
Postal Code:	20910
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 27

Property Type	Number	Word Mark
Registration Number:	2596872	CARECONNECTION
Registration Number:	2811003	APSHELPLINK.COM
Registration Number:	2800710	APS HEALTHCARE INC.
Registration Number:	2998524	APS HEALTHCARE
Registration Number:	2998525	APS HEALTHCARE INC.
Registration Number:	2008526	FAR EAST HOMES, INC.
Registration Number:	3113414	HEALTHY TOGETHER
Registration Number:	3022446	
Registration Number:	3232433	HEALTHY TOGETHER...LIVING WELL!
Registration Number:	3232419	HEALTHY TOGETHER...TAKE CONTROL!
Serial Number:	76103235	HELPING PEOPLE LIVE HEALTHIER LIVES
Serial Number:	76103236	HELPING PEOPLE HELP THEMSELVES
Serial Number:	76625070	APS LIFELINK

CH $690.00 2596872

Serial Number:	78575210	HEALTHY TOGETHER...BREATHE EASY!
Serial Number:	78575239	HEALTHY TOGETHER...BACK ON TRACK!
Serial Number:	78575247	HEALTHY TOGETHER... A HEALTHY PERSPECTIVE!
Serial Number:	78575289	HEALTHY TOGETHER...TAKE HEART!
Serial Number:	78575297	HEALTHY TOGETHER...HEALTHY ADDITIONS!
Serial Number:	77040825	APS HEALTHCARE PUERTO RICO TE AYUDAMOS A VIVIR MEJOR
Serial Number:	77040838	APS CLINICS OF PUERTO RICO TE AYUDAMOS A VIVIR MEJOR
Serial Number:	77040863	APS HEALTHCARE HEALTHY TOGETHER
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:	78641052	HEALTHY TOGETHER...THE HEALTHY WEIGH!
Serial Number:	78641061	HEALTHY TOGETHER...LIVING WISELY!
Serial Number:	78641066	HEALTHY TOGETHER...NEW HORIZONS!

CORRESPONDENCE DATA

Fax Number: (312)577-4782

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

Phone: 312.577.8525

Email: terese.scholl@kattenlaw.com

Correspondent Name: KATTEN MUCHIN ROSENMAN

Address Line 1: 525 WEST MONROE STREET

Address Line 4: Chicago, ILLINOIS 60661

NAME OF SUBMITTER:	Terese Scholl
Signature:	/Terese Scholl/
Date:	06/15/2007

Total Attachments: 5

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RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Release") is made as of June 1, 2007 ("Effective Date") by and between **CAPITALSOURCE FINANCE LLC**, a Delaware limited liability company ("Assignee"), and **APS HEALTHCARE BETHESDA, INC.**, a Delaware corporation, ("Assignor").

WHEREAS, Assignor and Assignee entered into that certain Amended and Restated Collateral Patent, Trademark, Copyright and License Assignment, dated as of March 29, 2002 (the "Amended and Restated IP Security Agreement");

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

WHEREAS, the IP Security Agreement was amended by that certain First Amendment to Amended and Restated Collateral Patent, Trademark, Copyright and License Assignment, dated as of June 28, 2007 ("First Amended IP Security Agreement");

WHEREAS, the First Amended IP Security Agreement was recorded with the PTO on June 29, 2005 at Reel 3112/Frame 0957;

WHEREAS, the Amended and Restated IP Security Agreement was further amended by that certain Second Amendment to Amended and Restated Collateral Patent, Trademark, Copyright and License Assignment, dated as of November 13, 2006 ("Second Amended IP Security Agreement") (and together with the Amended and Restated IP Security Agreement and the First Amended IP Security Agreement, the "IP Security Agreement");

WHEREAS, the Second Amended IP Security Agreement was recorded with the PTO on November 17, 2006 at Reel 3430/Frame 0558;

WHEREAS, pursuant to the terms and conditions of the IP Security Agreement, Assignor granted to Assignee a continuing security interest in and to all of Assignor's right, title and interest in and to: (i) all of the trademarks, and registrations of and applications to register the foregoing, and all of the trade names and assumed names owned by Assignor, together with the goodwill associated therewith (collectively, the "Trademarks"), including, without limitation, the United States trademark registrations set forth on Schedule A attached hereto, and the United States trademark applications set forth on Schedule B attached hereto; and (ii) all of the copyrights, and registrations of and applications to register the foregoing, owned by Assignor (collectively, the "Copyrights"), including, without limitation, the United States copyright registrations set forth on Schedule C attached hereto; and

WHEREAS, Assignor has paid all of its outstanding indebtedness to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignee hereby terminates the IP Security

Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Trademarks and Copyrights.

Assignee shall, at Assignor's expense, take all further actions, and provide to Assignor, its 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 Assignor to more fully and effectively effectuate the purposes of this Release.

* * * * *

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

CAPITALSOURCE FINANCE LLC

Name: Peggy Balsawer
Associate General Counsel
Title: Corporate Finance

SCHEDULE A

U.S. TRADEMARK REGISTRATIONS

Mark	Registration No.	Registration Date
CARECONNECTION	2,596,872	7/23/2002
APSHELPLINK.COM	2,811,003	2/3/2004
APS HEALTHCARE INC.	2,800,710	12/30/2003
APS HEALTHCARE	2,998,524	9/20/2005
APS HEALTHCARE INC.	2,998,525	9/20/2005
HELPING PEOPLE LEAD HEALTHIER LIVES	2,998,526	9/20/2005
HEALTHY TOGETHER	3,113,414	7/11/2006
MISCELLANEOUS DESIGN (Triangle Design)	3,022,446	12/6/2005
HEALTHY TOGETHER…LIVING WELL!	3,232,433	4/24/2007
HEALTHY TOGETHER…TAKE CONTROL!	3,232,419	4/24/2007

SCHEDULE B

U.S. TRADEMARK APPLICATIONS

Mark	Serial No.	Filing Date
HELPING PEOPLE LIVE HEALTHIER LIVES	76/103,235	8/4/2000
HELPING PEOPLE HELP THEMSELVES	76/103,236	8/4/2000
APS LIFELINK	76/625,070	12/17/2004
HEALTHY TOGETHER…BREATHE EASY!	78/575,210	2/25/2005
HEALTHY TOGETHER…BACK ON TRACK!	78/575,239	2/25/2005
HEALTHY TOGETHER…A HEALTHY PERSPECTIVE	78/575,247	2/25/2005
HEALTHY TOGETHER…TAKE HEART!	78/575,289	2/25/2005
HEALTHY TOGETHER…HEALTHY ADDITIONS!	78/575,297	2/25/2005
APS HEALTHCARE PUERTO RICO TE AYUDAMOS A VIVIR MEJOR	77/040,825	11/9/2006
APS CLINICS OF PUERTO RICO TE AYUDAMOS A VIVIR MEJOR	77/040,838	11/9/2006
APS HEALTHCARE HEALTHY TOGETHER	77/040,863	11/9/2006
HEALTHY AT WORK…TOTAL ABSENCE MANAGEMENT	78/641,010	6/1/2005
HEALTHY TOGETHER…BOUNCE BACK!	78/641,027	6/1/2005
HEALTHY TOGETHER…COMMIT TO QUIT!	78/641,043	6/1/2005
HEALTHY TOGETHER…THE HEALTHY WEIGH!	78/641,052	6/1/2005
HEALTHY TOGETHER…LIVING WISELY!	78/641,061	6/1/2005
HEALTHY TOGETHER…NEW HORIZONS!	78/641,066	6/1/2005

SCHEDULE C

U.S COPYRIGHT REGISTRATIONS

Title	Registration No.
APS CARECONNECTION	TXU-1-004-352