

**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
APS Healthcare Bethesda, Inc.		06/01/2007	CORPORATION: IOWA

**RECEIVING PARTY DATA**

<b>Name:</b>	S.A.C. Domestic Investments, L.P
<b>Street Address:</b>	72 Cummings Point Road
<b>City:</b>	Stamford
<b>State/Country:</b>	CONNECTICUT
<b>Postal Code:</b>	06902
<b>Entity Type:</b>	LIMITED PARTNERSHIP: DELAWARE

**PROPERTY NUMBERS Total: 24**

Property Type	Number	Word Mark
Registration Number:	2998524	APS HEALTHCARE
Registration Number:	2997525	OPEIU
Registration Number:	2800710	APS HEALTHCARE INC.
Registration Number:	2811003	APSHHELPLINK.COM
Registration Number:	2596872	CARECONNECTION
Registration Number:	3022446	
Registration Number:	3113414	HEALTHY TOGETHER
Registration Number:	2998526	HELPING PEOPLE LEAD HEALTHIER LIVES
Serial Number:	78575247	HEALTHY TOGETHER... A HEALTHY PERSPECTIVE!
Serial Number:	78575297	HEALTHY TOGETHER...HEALTHY ADDITIONS!
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
Serial Number:	77090230	HEALTHY TOGETHER . . . GET CONNECTED!

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Serial Number:	78641043	HEALTHY TOGETHER...COMMIT TO QUIT!
Serial Number:	77040863	APS HEALTHCARE HEALTHY TOGETHER
Serial Number:	78662442	HEALTHY TOGETHER HELPING PEOPLE LEAD HEALTHIER LIVES
Serial Number:	78588386	HEALTHY TOGETHER...LIVING WELL!
Serial Number:	78575276	HEALTHY TOGETHER...TAKE CONTROL!
Serial Number:	78641027	HEALTHY TOGETHER...BOUNCE BACK!
Serial Number:	78641061	HEALTHY TOGETHER...LIVING WISELY!
Serial Number:	78641066	HEALTHY TOGETHER...NEW HORIZONS!
Serial Number:	78641010	HEALTHY AT WORK...TOTAL ABSENCE MANAGEMENT
Serial Number:	78575239	HEALTHY TOGETHER...BACK ON TRACK!
Serial Number:	78575289	HEALTHY TOGETHER...TAKE HEART!

**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/t
Date:	06/18/2007

**Total Attachments: 7**

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The liens and security interests securing the indebtedness and other obligations incurred or arising under, or evidenced by, or described in this instrument, and the rights and obligations evidenced hereby with respect to such liens and security interests, are subordinate in the manner and to the extent set forth in that certain Intercreditor Agreement dated as of June 1, 2007 (as the same may be amended or otherwise modified from time to time pursuant to the terms thereof, the "Intercreditor Agreement") among APS Healthcare, Inc., as the Borrower Representative (as defined in the Loan Agreement described below), Administrative Agent (as defined below), and First Lien Agent (as defined below) on behalf of the First Lien Lenders (as defined below) (each of Partners Healthcare Solutions, Inc., the Borrowers (as such term is defined below), and such Subsidiaries and each other Person who guarantees, or otherwise grants a lien on its assets to secure First Lien Indebtedness (as defined in the Intercreditor Agreement) or Second Lien Indebtedness (as defined in the Intercreditor Agreement) is referred to herein as a "Credit Party" and, collectively, as the "Credit Parties"), to the liens and security interests securing indebtedness (including interest) owed by the Credit Parties pursuant to that certain First Lien Credit Agreement dated as of the date hereof (the "First Lien Credit Agreement") by and among Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc. (in such capacity, as "First Lien Agent"), the Borrowers and the lenders parties thereto (the "First Lien Lenders") and certain guarantees of the indebtedness evidenced thereby and by those documents executed or delivered in connection with the transactions related to the First Lien Credit Agreement, as such First Lien Credit Agreement and such guarantees have been and hereafter may be further amended, restated, supplemented or otherwise modified from time to time as permitted under the Intercreditor Agreement and to the liens and security interests securing indebtedness or the refinancing of the indebtedness under such agreements as permitted by the Intercreditor Agreement; and each holder of this instrument, by its acceptance hereof, irrevocably agrees to be bound by the provisions of the Intercreditor Agreement. To the extent any provision of this Agreement conflicts with the Intercreditor Agreement, the Intercreditor Agreement shall control.

## **SECOND LIEN TRADEMARK SECURITY AGREEMENT**

THIS SECOND LIEN TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 1st day of June, 2007 by APS HEALTHCARE BETHESDA, INC., an Iowa corporation ("Grantor") in favor of S.A.C. Domestic Investments, L.P., a Delaware limited partnership, in its capacity as Administrative Agent for the Lenders party to the Loan Agreement (defined below) ("Grantee"):

### W I T N E S S E T H

WHEREAS, Grantor and Grantee are parties to a certain Second Lien Credit Loan of even date herewith (as the same may be amended, restated, modified or supplemented and in effect from time to time, the "Loan Agreement") providing for the extensions of credit to be made to Grantor by Lenders;

WHEREAS, pursuant to the terms of a certain Second Lien Security Agreement (Borrowers) of even date herewith between Grantor and Grantee (as the same may be amended or otherwise modified from time to time, the "Security Agreement"), Grantor has granted to Grantee, for the benefit of Grantee and Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned

and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Loan Agreement and Security Agreement. The Loan Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the payment and performance of the Obligations, Grantor hereby grants to Grantee, for its benefit and the benefit of Lenders, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter created, acquired or arising; provided, that, in no event shall the grant of a Lien and Security Interest as provided herein extend to any "intent to use" applications for Trademark registrations:

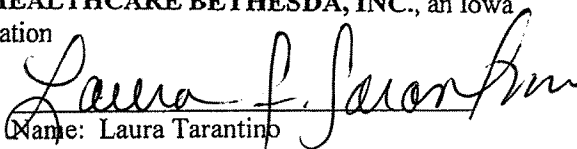
(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(ii) all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.

3. Intercreditor. This Trademark Security Agreement and the security interest in the Trademark Collateral pledged and granted hereunder are subordinated in the manner and to the extent set forth in the Intercreditor Agreement, as more particularly described therein, and Administrative Agent is subject to the terms thereof.

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

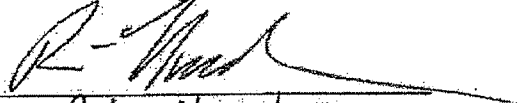
APS HEALTHCARE BETHESDA, INC., an Iowa corporation

  
Name: Laura Tarantino  
Title: Vice President and Secretary

Agreed and Accepted  
As of the Date First Written Above

S.A.C. DOMESTIC INVESTMENTS, L.P., a  
Delaware limited partnership,  
as Administrative Agent

By: S.A.C. Capital Management, LLC,  
Its General Manager

By:   
Name: Peter Nussbaum  
Its: Authorized Signatory

**SCHEDULE A**

**TRADEMARK REGISTRATIONS**

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
APS HEALTHCARE	2998524	9/20/2005
APS HEALTHCARE INC.	2998525	9/20/2005
APS HEALTHCARE INC.	2800710	12/30/2003
APSHHELPLINK.COM	2811003	2/3/2004
CARECONNECTION	2596872	7/23/2002
MISCELLANEOUS DESIGN	3022446	12/6/2005
HEALTHY TOGETHER	3113414	7/11/2006
HELPING PEOPLE LEAD HEALTHIER LIVES	2998526	9/20/2005
MAPS-MD (State of Maryland registration)	20060121	8/30/2006

**TRADEMARK APPLICATIONS**

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
HEALTHY TOGETHER...A HEALTHY PERSPECTIVE!	78/575247	2/25/2005
HEALTHY TOGETHER...HEALTHY ADDITIONS!	78/575297	2/25/2005
APS CLINICS OF PUERTO RICO TE AYUDAMOS A VIVIR MEJOR	77/040838	11/9/2006

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
APS HEALTHCARE PUERTO RICO TE AYUDAMOS A VIVIR MEJOR	77/040825	11/9/2006
HEALTHY TOGETHER...GET CONNECTED!	77/090230	1/24/2007
HEALTHY TOGETHER...COMMIT TO QUIT!	78/641043	6/1/2005
APS HEALTHCARE HEALTHY TOGETHER	77/040863	11/9/2006
HEALTHY TOGETHER HELPING PEOPLE LEAD HEALTHIER LIVES	78/662442	7/1/2005
HEALTHY TOGETHER...LIVING WELL!	78/588386	3/16/2005
HEALTHY TOGETHER...TAKE CONTROL!	78/575276	2/25/2005
HEALTHY TOGETHER...BOUNCE BACK!	78/641027	6/1/2005
HEALTHY TOGETHER...LIVING WISELY!	78/641061	6/1/2005
HEALTHY TOGETHER...NEW HORIZONS!	78/641066	6/1/2005
HEALTHY AT WORK...TOTAL ABSENCE MANAGEMENT	78/641010	6/1/2005



<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
HEALTHY TOGETHER...BACK ON TRACK!	78/575239	2/25/2005
HEALTHY TOGETHER...TAKE HEART!	78/575289	2/25/2005