

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Innovative Resource Group, LLC		06/01/2007	LIMITED LIABILITY COMPANY: WISCONSIN
RECEIVING PARTY DATA			
Name:	Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services, Inc.		
Street Address:	222 North LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1779315	HEALTHY ADDITIONS	
Registration Number:	2516674	INNOVATIVE RESOURCE GROUP	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4782		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
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:	06/18/2007		

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TRADEMARK
REEL: 003562 FRAME: 0704

Total Attachments: 5

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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 INNOVATIVE RESOURCE GROUP, LLC, a Wisconsin limited liability company ("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:

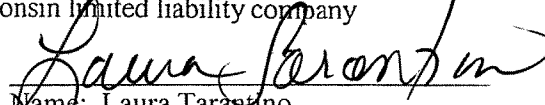
(i) each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(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.

INNOVATIVE RESOURCE GROUP, LLC,
a Wisconsin limited liability company

A handwritten signature in black ink, appearing to read "Laura Tarantino", written over a horizontal line.


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 Nassbaum
Its: Authorized Signatory

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
HEALTHY ADDITIONS	1779315	6/29/1993
INNOVATIVE RESOURCE GROUP	2516674	12/11/2001

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
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None