

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
Bravo Health, Inc.		08/01/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Bear Stearns Corporate Lending Inc., as Administrative Agent
Street Address:	383 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10179
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2117751	COVERING YOU WITH CARE
Registration Number:	2682540	ELDER HEALTH
Registration Number:	2165892	ELDER HEALTH
Registration Number:	2710508	MEMBER INSIGHT
Serial Number:	78788087	REVENUE INSIGHT
Registration Number:	3244387	HEALTHCARE YOU CAN COUNT ON
Serial Number:	78932266	BRAVO HEALTH
Serial Number:	78932269	BRAVO HEALTH
Serial Number:	77016134	!
Serial Number:	77016129	!

CORRESPONDENCE DATA	
Fax Number:	(212)455-2502
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	(212) 455-7609

OP \$265.00 2117751

Email: ksolomon@stblaw.com
Correspondent Name: Kirstie Howard, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:

009350/0319

NAME OF SUBMITTER:

Kirstie Howard

Signature:

/kh/

Date:

08/10/2007

Total Attachments: 7

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of August 1, 2007 is made by BRAVO HEALTH, INC., a Delaware corporation, located at 3601 O'Donnell Street, Baltimore MD 21224 (the "Borrower"), in favor of BEAR STEARNS CORPORATE LENDING INC., a Delaware corporation, located at 383 Madison Avenue, New York, New York 10179, as Administrative Agent (the "Agent") for the several banks and other financial institutions (the "Lenders"), parties to the Credit Agreement, dated as of August 1, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders, the Agent, BEAR, STEARNS & CO. INC., as sole lead arranger and sole bookrunner, and MERRILL LYNCH CAPITAL, a division of Merrill Lynch Business Financial Services Inc., as documentation agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of August 1, 2007, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Guarantee and Collateral Agreement");

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a continuing security interest in all Intellectual Property, including the Trademarks; and

WHEREAS, the Borrower has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Agent and the Lenders, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby pledges and grants a continuing security interest in, and a right of setoff against, and agrees to assign, transfer and convey, upon demand made upon the occurrence and during the continuance of an Event of Default without requiring further action by either party and to be effective upon such demand, all of the Borrower's right, title and interest in, to and under the Trademarks (including, without limitation, those items listed on Schedule A hereto) (collectively, the "Collateral"), to the Agent

for the benefit of the Agent and the Lenders to secure payment, performance and observance of the Obligations.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

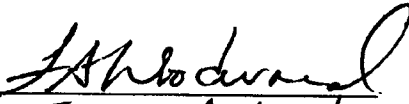
SECTION 4. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 1st day of August, 2007.

BRAVO HEALTH, INC.
as Borrower

By: 
Name: *Frances A. Woodward*
Title: *Secretary*

BEAR STEARNS CORPORATE LENDING INC.
as Administrative Agent for the Lenders

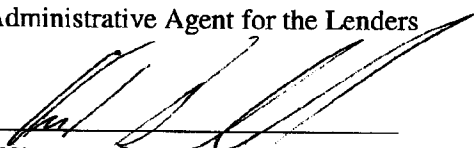
By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers on this 1st day of August, 2007.

BRAVO HEALTH, INC.
as Borrower

By: _____
Name:
Title:

BEAR STEARNS CORPORATE LENDING INC.
as Administrative Agent for the Lenders

By: 
Name: **VICTOR F. BULZACCHELLI**
Title: **Vice President**

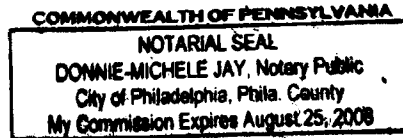
ACKNOWLEDGMENT OF BORROWER

STATE OF PA)
) ^{SS}
COUNTY OF Philadelphia

On the 1st day of August, 2007, before me personally came Frances A. Woodward, who is personally known to me to be the Secretary of BRAVO HEALTH INC., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Secretary in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.

Donnie-Michele Jay
Notary Public

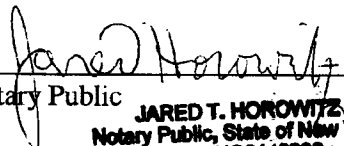
(PLACE STAMP AND SEAL ABOVE)



ACKNOWLEDGMENT OF ADMINISTRATIVE AGENT




STATE OF New York)
) ss
COUNTY OF New York)

On the 1st day of August, 2007, before me personally came Vieta Bulzschelli, who is personally known to me to be the Vice President of BEAR STEARNS CORPORATE LENDING, INC., a Delaware corporation; who, being duly sworn, did depose and say that she/he is the Vice President in such corporation, the corporation described in and which executed the foregoing instrument; that she/he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she/he acknowledged said instrument to be the free act and deed of said corporation.


Notary Public **JARED T. HOROWITZ**
Notary Public, State of New York
No. 02HO6142292
Qualified in New York County
Commission Expires March 13, 2010
(PLACE STAMP AND SEAL ABOVE)

SCHEDULE A

U.S. Trademark Registrations and Applications

Trademark	Application/ Registration
COVERING YOU WITH CARE	2,117,751
ELDER HEALTH	2,682,540
	2,165,892
MEMBER INSIGHT	2,710,508
REVENUE INSIGHT	78/788,087
HEALTHCARE YOU CAN COUNT ON	3,244,387
BRAVOHEALTH	78/932266
BRAVOHEALTH	78/932269
	77/016,134
	77/016,129