TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement to that certain Credit and Guaranty Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HEALTHSMART PREFERRED CARE II, L.P.		09/21/2007	LIMITED PARTNERSHIP: TEXAS
CAREVU CORPORATION		09/21/2007	CORPORATION: TEXAS
INTERPLAN HEALTH GROUP, INC.		09/21/2007	CORPORATION: DELAWARE
INTERPLAN CORPORATION		09/21/2007	CORPORATION: MASSACHUSETTS
ACCOUNTABLE HEALTH PLANS OF AMERICA, INC.		09/21/2007	CORPORATION: TEXAS
THE CHANDLER GROUP OF COMPANIES, INC.		09/21/2007	CORPORATION: OHIO
AMERISCRIPT, INC.		09/21/2007	CORPORATION: OHIO
PREFERRED PLAN INC.		09/21/2007	CORPORATION: ILLINOIS
THE EMERALD HEALTH NETWORK, INC.		09/21/2007	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SILVER POINT FINANCE, LLC
Street Address:	2 Greenwich Plaza, 1st Floor
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	LIMITED LIABILITY COMPANY: SOUTH CAROLINA

PROPERTY NUMBERS Total: 26

Property Type	Number	Word Mark
Registration Number:	2479995	SMARTACCESS
Serial Number:	76538478	CARE VU CORPORATION
Serial Number:	77146541	HEALTHSMART PREFERRED CARE

OP $665.00 2479995

Serial Number:	77146595	HEALTHSMART PREFERRED CARE
Serial Number:	77144070	
Registration Number:	2977764	INTERPLAN HEALTH GROUP
Registration Number:	3042256	IHG
Registration Number:	3269782	INTERPLAN ADVANTAGE
Registration Number:	2176600	DENTINEX
Registration Number:	2516488	AHP ACCOUNTABLE HEALTH PLANS OF AMERICA, INC.
Registration Number:	2261176	ACCOUNTABLE HEALTH PLANS
Registration Number:	1838117	SONORAN DESERT HEALTH CARE
Registration Number:	2036678	AMERISCRIPT
Registration Number:	2304326	SUPERIEN
Registration Number:	2420250	DIRECTCARE AMERICA
Registration Number:	2439642	OHIO COMP NETWORK
Registration Number:	1558653	THE PREFERRED PLAN
Registration Number:	1426962	EMERALD
Registration Number:	2180328	EMERALD HEALTH
Registration Number:	1426963	EMERALD HEALTH NETWORK
Registration Number:	2783746	EMERALD HEALTH NETWORK
Registration Number:	2180329	THE QUALITY HEALTHCARE LEADER
Registration Number:	2668016	EMERALDRX
Registration Number:	2736215	
Registration Number:	2993798	THE EMERALD HEALTH NETWORK THE QUALITY HEALTHCARE LEADER
Registration Number:	2161992	THE EMERALD HEALTH NETWORK

CORRESPONDENCE DATA

Fax Number: (214)758-1550

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

Phone: 2147581500

Email: estafford@pattonboggs.com

Correspondent Name: Darren W. Collins

Address Line 1: 2001 Ross Avenue; Suite 3000

Address Line 2: Patton Boggs LLP

Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	024962.0107
NAME OF SUBMITTER:	Darren W. Collins

Signature:	/Darren W. Collins/
Date:	09/28/2007

Total Attachments: 13
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 21st day of September, 2007, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and SILVER POINT FINANCE, LLC, in its capacity as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit and Guaranty Agreement") by and among The Parker Group, Inc., a Nevada corporation ("Holdings"), certain Subsidiaries of Holdings, as Companies, certain Subsidiaries of Holdings, as Guarantors, the Lenders from time to time party thereto and Silver Point Finance, LLC, as Administrative Agent, Collateral Agent and Lead Arranger, the Secured Parties are willing to make certain financial accommodations available to the Companies from time to time pursuant to the terms and conditions thereof, and

WHEREAS, the Secured Parties are willing to make the financial accommodations to the Companies as provided for in the Credit and Guaranty Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of Secured Parties, that certain Pledge and Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Secured Parties, this Trademark Security Agreement;

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

DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

a) all of its Trademarks and Trademark Intellectual Property Licenses (excluding those Trademark Intellectual Property Licenses, which by their express terms cannot be transferred, assigned or encumbered) to which it is a party including those referred to on Schedule I hereto;

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b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

c) all reissues, continuations, extensions, modifications and renewals of the foregoing;

d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

e) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

II. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

III. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IV. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

V. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Credit Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the

party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

VI. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Credit Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Credit Document refer to this Trademark Security Agreement or such other Credit Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Credit Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Credit Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Credit Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Credit Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

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IN WITNESS WHEREOF, each 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.

GRANTORS:

HEALTHSMART PREFERRED CARE II, L.P.,
a Texas limited partnership

By: Parker GP, LLC
Its: General Partner

By:_____
Name: William Dembereckyj
Title: Executive Vice President & Secretary

CAREVU CORPORATION,
a Texas corporation

By:_____
Name: William Dembereckyj
Title: Executive Vice President & Secretary

INTERPLAN HEALTH GROUP, INC., a Delaware corporation

By:_____
Name: William Dembereckyj
Title: Executive Vice President & Secretary

INTERPLAN CORPORATION,
a Massachusetts corporation

By:_____
Name: William Dembereckyj
Title: Executive Vice President & Secretary

ACCOUNTABLE HEALTH PLANS OF AMERICA, INC., a Texas corporation

By:_____
Name: William Dembereckyj
Title: Executive Vice President & Secretary

THE CHANDLER GROUP OF COMPANIES, INC.,
an Ohio corporation

By:_____
Name: William Dembereckyj
Title: Executive Vice President & Secretary

AMERISCRIPT, INC.,
an Ohio corporation

By:_____
Name: William Dembereckyj
Title: Executive Vice President & Secretary

PREFERRED PLAN INC.,
an Illinois corporation

By:_____
Name: William Dembereckyj
Title: Executive Vice President & Secretary

THE EMERALD HEALTH NETWORK, INC.,
a Delaware corporation

By:_____
Name: William Dembereckyj
Title: Executive Vice President & Secretary

AGENT:

SILVER POINT FINANCE, LLC, as Agent

By: _____

Name: Richard Petrilli

Title: Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS/APPLICATIONS

Parker entities

Trademark	Owner	Status in Trademark Office	Federal Registration Number	Registration Date
SMARTACCESS	HealthSmart Preferred Care II, L.P.	Live	2479995	August 21, 2001

TRADEMARK APPLICATIONS

Trademark	Owner	Status in Trademark Office	Federal Registration Number	Registration Date
CareVu Corporation	CareVu Corporation	The final review before registration has been completed and it will register in due course. Law Office registration review completed on 8/8/07.	76-538,478	Not Available – Awaiting official publication for opposition
HealthSmart Preferred Care II, L.P. (HSPC Letters without Box)	HealthSmart Preferred Care II, L.P.	Application suspended until further action by applicant.	77146541	Not Available

HealthSmart Preferred Care II, L.P. (Entire HSPC Logo – Letters plus Box)	HealthSmart Preferred Care II, L.P.	Application suspended until further action by applicant.	77146595	Not Available
HealthSmart Preferred Care II, L.P. (Box only)	HealthSmart Preferred Care II, L.P.	Application has been published for opposition.	77144070	Not Available

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IHG entities

Trademark	Owner	Status in Trademark Office	Federal Registration Number	Registration Date
Interplan Health Group	Interplan Health Group, Inc., f/k/a IPACQ, Inc.	Application Filed 10/21/03	2,977,764 (serial # 76/553,226	7/26/05
IHG (& Design)	Interplan Health Group, Inc., f/k/a IPACQ, Inc.	Application Filed 10/21/03	3,042,256 (serial # 76/553,227)	1/10/06
Interplan Advantage	Interplan Health Group, Inc., f/k/a IPACQ, Inc.	Application Filed 8/11/05	3,269,782 (serial # 78/690945)	7/24/07
COMPCOST	Interplan Corporation	Registered	55070	
INTERPLAN	Interplan Corporation	Registered	55068	
CALIFORNIA PREFERRED	Interplan Corporation	Registered	54953	
DENTINEX	Interplan Corporation	Registered	2,176,600	7/28/98
AHP Accountable Health Plans of America, Inc.	Accountable Health Plans of America, Inc.	Registered	2,516,488	12/11/01
Accountable Health Plans	Accountable Health Plans of America, Inc.	Registered	2,261,176	7/13/99
Sonoron Desert HealthCare (Inactive)	Accountable Health Plans of America, Inc.	Registered	1,838,117	Cancelled 3/5/05
Ameriscript	Ameriscript, Inc.	Registered	2,036,678	2/11/97
Superien	The Chandler Group of Companies, Inc.	Registered	2,304,326	12/28/99
DirectCare America	The Chandler Group of Companies, Inc.	Registered	2,420,250	1/9/01
Ohio Comp Network	The Chandler Group of Companies, Inc.	Registered	2,439,642	3/27/01
The Preferred Plan	Preferred Plan, Inc.	Registered	1,558,653	9/26/89

Interplan Health Group, Inc. f/k/a IPACQ, Inc.: Web Domain Name: interplanhealth.com

The Emerald Health Network, Inc.
FEDERAL AND STATE TRADEMARK STATUS REPORT

U.S. FEDERAL REGISTRATIONS – information obtained from USPTO website and Dialog®

TRADEMARK	CLASS	REG. NO. (SERIAL NO.)	CURRENT OWNER	STATUS
EMERALD	42	1,426,962	The Emerald Health Network, Inc.	Registered Renewed 2-3-07
EMERALD HEALTH & Design	36	2,180,328	The Emerald Health Network, Inc.	Registered
EMERALD HEALTH NETWORK & Design	42	1,426,963	The Emerald Health Network, Inc.	Registered Renewed 2-28-07
EMERALD HEALTH NETWORK	35	2,783,746	The Emerald Health Network, Inc.	Registered
THE QUALITY HEALTHCARE LEADER	36	2,180,329	The Emerald Health Network, Inc.	Registered
EMERALDRX	36	2,668,016	The Emerald Health Network, Inc.	Registered
HEXAGON (Design only)	35	2,736,215	The Emerald Health Network, Inc.	Registered
THE EMERALD HEALTH NETWORK THE QUALITY HEALTHCARE LEADER & Design	35	2,993,798	The Emerald Health Network, Inc.	Registered 9-13-05
THE EMERALD HEALTH NETWORK & Design	36	2,161,992	The Emerald Health Network, Inc.	Registered

MICHIGAN - information obtained from Michigan Secretary of State website and Dialog®

TRADEMARK	CLASS	REG. NO. (SERIAL NO.)	CURRENT OWNER	STATUS
EMERALD BEGINNINGS & Design	36 & 42	MO1-967 1967	The Emerald Health Network, Inc.	Registered

OHIO - information obtained from Ohio Secretary of State website and Dialog®

TRADEMARK	CLASS	REG. NO. (SERIAL NO.)	CURRENT OWNER	STATUS
EMERALD BEGINNINGS & Design	36	SM99597	The Emerald Health Network, Inc.	Registered
EMERALD HEALTH & Design	36	SM99620	The Emerald Health Network, Inc.	Registered
EMERALD SELECT PRIMARY CARE PROGRAM & Design	36	SM99626	The Emerald Health Network, Inc.	Registered
HSP BY EMERALD HEALTH	36	SM99621	The Emerald Health Network, Inc.	Registered
HSP BY EMERALD HEALTH & Design	36	SM99622	The Emerald Health Network, Inc.	Registered
ICN BY EMERALD HEALTH & Design	36	SM99619	The Emerald Health Network, Inc.	Registered
CRL EMERALD RESERVE CRL & Design	36	SM99627	The Emerald Health Network, Inc.	Registered
HEALTHY OPTION BY EMERALD HMO O & Design	36	SM99625	The Emerald Health Network, Inc.	Registered
EMERALD PREMIER BY EMERALD HMO & Design	36	SM99624	The Emerald Health Network, Inc.	Registered
EMERALDRX (Block Letters)	36	1203160	The Emerald Health Network, Inc.	Registered

WEST VIRGINIA - information obtained from Dialog®

TRADEMARK	CLASS	REG. NO. (SERIAL NO.)	CURRENT OWNER	STATUS
EMERALD BEGINNINGS & Design	36	1004915	The Emerald Health Network, Inc.	Registered

Trade Names

None

Common Law Trademarks

None

Trademarks Not Currently In Use

None

Trademark Licenses

None