

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ComPsych Employee Assistance Programs, Inc.		07/16/2007	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch, as Collateral Agent		
Street Address:	677 Washington Boulevard		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	06901		
Entity Type:	Swiss Banking Corporation:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	77122493	WORKPULSE	
Serial Number:	77049555	RNSOURCE	
Serial Number:	77049496	HEALTHCHAMPION	
CORRESPONDENCE DATA			
Fax Number:	(202)756-9299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	8002210770		
Email:	matthew.mayer@thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	1133 Avenue of the Americas		
Address Line 2:	Suite 3100		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	CSC # 269555		
NAME OF SUBMITTER:	Matthew Mayer		

CH \$90.00 77122493

Signature:

/Matthew Mayer/

Date:

10/12/2007

Total Attachments: 6

source=compsych_ubs_tm3#page2.tif

source=compsych_ubs_tm3#page3.tif

source=compsych_ubs_tm3#page4.tif

source=compsych_ubs_tm3#page5.tif

source=compsych_ubs_tm3#page6.tif

source=compsych_ubs_tm3#page7.tif

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

MARK	COMPANY	STATUS	DATE	SERIAL #
WORKPULSE	Compsych Employee Assistance Programs, Inc.	Filed	3/5/2007	77122493
RNSource	Compsych Employee Assistance Programs, Inc.	Filed	11/22/2006	77049555
Health Champion	Compsych Employee Assistance Programs, Inc.	Filed	11/22/2006	77049496

DA1:490529\06\@SHT06!.DOC\38263.0001

Trademark Security Agreement

Trademark Security Agreement, dated as of July 16, 2007 by ComPsych Employee Assistance Programs, Inc., ("Pledgor"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Pledgor is a party to a Security Agreement, dated as of February 17, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral:

- (a) Trademarks of Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks 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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

DA1:490529\06\@5HT061.DOC\38263.0001

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

COMPSYCH EMPLOYEE ASSISTANCE PROGRAMS, INC.

By: Robert Jacobson
Robert Jacobson
Chief Financial Officer and Treasurer

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


Very truly yours,

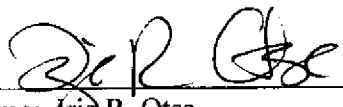
COMPSYCH EMPLOYEE ASSISTANCE
PROGRAMS, INC.

By: _____
Robert Jacobson
Chief Financial Officer and Treasurer

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By:  _____
Name: Richard L. Tavrow
Title: Director

By:  _____
Name: Arja R. Otsa
Title: Associate Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

MARK	COMPANY	STATUS	DATE	SERIAL #
WORKPULSE	Compsych Employee Assistance Programs, Inc.	Filed	3/5/2007	77122493
RNSource	Compsych Employee Assistance Programs, Inc.	Filed	11/22/2006	77049555
Health Champion	Compsych Employee Assistance Programs, Inc.	Filed	11/22/2006	77049496

DA1:49052906@SHT061.DOC38263.0001