

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
True Choice USA, Inc.		11/12/2007	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citicorp North America, Inc., as Collateral Agent		
<b>Street Address:</b>	2 Penns Way, Floor 1		
<b>City:</b>	New Castle		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19720		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76611805	TRUE CHOICE RX	
<b>Registration Number:</b>	3024096	TRUECHOICE USA	
<b>Registration Number:</b>	3069834	TRUE CHOICE HEALTH PLANS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(866)826-5420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	301-638-0511		
<b>Email:</b>	ipresearchplus@comcast.net		
<b>Correspondent Name:</b>	IP Research Plus, Inc.		
<b>Address Line 1:</b>	21 Tadcaster Circle		
<b>Address Line 2:</b>	attn: Penelope J.A. Agodoa		
<b>Address Line 4:</b>	Waldorf, MARYLAND 20602		
<b>ATTORNEY DOCKET NUMBER:</b>	32380		
<b>NAME OF SUBMITTER:</b>	Penelope J.A. Agodoa		

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Signature:	/pja/
Date:	11/29/2007
Total Attachments: 6 source=32380#page1.tif source=32380#page2.tif source=32380#page3.tif source=32380#page4.tif source=32380#page5.tif source=32380#page6.tif	

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

<b>1. Name of conveying party(ies):</b> True Choice USA, Inc.  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State TX <input type="checkbox"/> Other  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		<b>2. Name and address of receiving party(ies)</b> Name: Citicorp North America, Inc., as Collateral Agent Internal Address: _____  Street Address: 2 Penns Way, Floor 1 City: New Castle      State: DE      Zip: 19720  <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State DE <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached. <input type="checkbox"/> Yes <input type="checkbox"/> No (Designations must be a separate document from assignment) Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>	
<b>3. Nature of conveyance:</b> <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other  Execution Date: November 12, 2007			
<b>4. Application number(s) or registration number(s):</b> A. Trademark Application No.(s)  PLEASE SEE ATTACHED		B. Trademark Registration No.(s)  PLEASE SEE ATTACHED	
Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<b>5. Name and address of party to whom correspondence concerning document should be mailed:</b> Name: _____ Internal Address: _____  Street Address: _____  City _____ State _____ Zip _____		<b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px;">3</span>  <b>7. Total fee (37 CFR 3.41)..... \$</b> _____ <input type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account	
		<b>8. Deposit account number:</b> _____  (Attach duplicate copy of this page if paying by deposit account)	
<b>DO NOT USE THIS SPACE</b>			
<b>9. Statement and signature.</b> <i>To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.</i>  Greg Serebush _____ <i>Gregory Serebush</i> _____ 11/29/2007 _____ Name of Person Signing      Signature      Date			
<small>Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px;">6</span></small>			

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patent & Trademarks, Box Assignments  
Washington, D.C. 20231

SHORT FORM TRADEMARK SECURITY AGREEMENT (the "Agreement"), as of November 12, 2007, between TRUE CHOICE USA, INC. (the "Grantor") and CITICORP NORTH AMERICA, INC., as Collateral Agent (the "Collateral Agent").

Reference is made to the Guarantee and Collateral Agreement dated as of June 25, 2007 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among Viant Holdings, Inc., a Delaware corporation (the "Borrower"), the *Subsidiaries of the Borrower identified therein and the Collateral Agent and Supplement No. 2 to the Security Agreement dated as of November 12, 2007, among Texas True Choice, Inc., True Choice USA, Inc., Ethix Southwest, Inc. and the Collateral Agent ("Supplement No. 2")*. The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement dated as of June 25, 2007 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders party thereto, Citicorp North America, Inc., as Administrative Agent, and the other agents party thereto. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantor is willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement. The rules of construction specified in Section 1.01(b) of the Security Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantor, pursuant to the Security Agreement and Supplement No. 2, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, the Grantor's right, title or interest in or to any and all of the following assets and properties that are included in the Article 9 Collateral as defined in the Security Agreement now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, but excluding *intent-to-use applications, prior to the filing of any statement of use with respect thereto or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule I (the "Trademarks")*;

*all goodwill associated with or symbolized by the Trademarks; and*

all assets, rights and interests that uniquely reflect or embody the Trademarks.

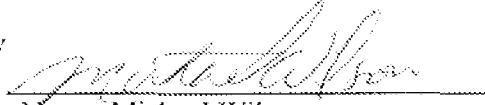
SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Security Agreement. The Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Governing Law. This Agreement shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement  
as of the day and year first above written.

TRUE CHOICE USA, INC.,

by

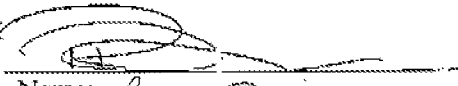
A handwritten signature in cursive script, appearing to read "Michael Wilson", is written over a horizontal dotted line.

Name: Michael Wilson

Title: President

CITICORP NORTH AMERICA, INC., as  
Collateral Agent,

by



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Name: *Ryan J. Dennis*  
Title: *Vice President*

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