

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|---|--|--|----------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Second Lien Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Massachusetts Behavioral Health Partnership | | 12/13/2007 | PARTNERSHIP: MASSACHUSETTS |
| RECEIVING PARTY DATA | | | |
| Name: | Wachovia Bank, National Association, as Second Lien Collateral Agent | | |
| Street Address: | 1525 W WT Harris Blvd. | | |
| Internal Address: | Attn: Agency Services 3A2 | | |
| City: | Charlotte | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 28262 | | |
| Entity Type: | Bank: | | |
| PROPERTY NUMBERS Total: 2 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 2865003 | MBHP | |
| Registration Number: | 2865004 | MBHP MASSACHUSETTS BEHAVIORAL HEALTH PARTNERSHIP | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (714)755-8290 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Email: | ipdocket@lw.com | | |
| Correspondent Name: | Latham & Watkins LLP | | |
| Address Line 1: | 650 Town Center Drive | | |
| Address Line 2: | Suite 2000 | | |
| Address Line 4: | Costa Mesa, CALIFORNIA 92626 | | |
| ATTORNEY DOCKET NUMBER: | 022411-0883 | | |
| NAME OF SUBMITTER: | Rhonda DeLeon | | |

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| | |
|---|-----------------|
| Signature: | /Rhonda DeLeon/ |
| Date: | 12/14/2007 |
| Total Attachments: 6 source=Executed Second Lien Trademark Security Agreement#page1.tif source=Executed Second Lien Trademark Security Agreement#page2.tif source=Executed Second Lien Trademark Security Agreement#page3.tif source=Executed Second Lien Trademark Security Agreement#page4.tif source=Executed Second Lien Trademark Security Agreement#page5.tif source=Executed Second Lien Trademark Security Agreement#page6.tif | |

SECOND LIEN TRADEMARK SECURITY AGREEMENT

Second Lien Trademark Security Agreement, dated as of December 13, 2007 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), between each of **FHC HEALTH SYSTEMS, INC., VALUEOPTIONS, INC., HEALTH MANAGEMENT STRATEGIES INTERNATIONAL, INC.** and **MASSACHUSETTS BEHAVIORAL HEALTH PARTNERSHIP** (collectively, "Grantors") and **WACHOVIA BANK, NATIONAL ASSOCIATION**, in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, Grantors are party to a Second Lien Pledge and Security Agreement dated as of December 13, 2007 (the "Pledge and Security Agreement") between each of the Grantors and the other grantors party thereto and the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

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

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

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby pledges and grants to Collateral Agent for the benefit of the Secured Parties, a 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 United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Trademark Licenses").

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 for the Secured Parties pursuant to the Pledge and Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and 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 Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereof.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.


SECTION 6. Intercreditor Agreement. Notwithstanding anything herein to the contrary, the security interests granted to the Collateral Agent pursuant to or in connection with this Trademark Security Agreement and the exercise of any right or remedy by the Collateral Agent hereunder are subject to the provisions of the Intercreditor Agreement by and among the Collateral Agent, Merrill Lynch Capital, a Division of Merrill Lynch Business Financial Services Inc., Grantors and the other grantors dated as of the date hereof (as may be amended, restated, amended and restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"). In the event of any conflict between the terms of the Intercreditor Agreement and this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[Remainder of page intentionally left blank]

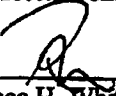
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

FHC HEALTH SYSTEMS, INC.

By: 
Name: Rebecca H. White
Title: Secretary

**ValueOptions, Inc.
Health Management Strategies International, Inc.
Massachusetts Behavioral Health Partnership**

By: 
Rebecca H. White
As Secretary of each of the above-named entities, and in such capacity, intending by this signature to legally bind each such entity

Accepted and Agreed:

**WACHOVIA BANK, NATIONAL
ASSOCIATION,**
as Collateral Agent

By: Scott Santa Cruz
Name: Scott Santa Cruz
Title: Director

**SCHEDULE I to
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS AND APPLICATIONS

| OWNER | MARK | CLASS | STATUS |
|--------------------|--|--------|-----------------------------------|
| ValueOptions, Inc. | Achieve Solutions | 42 | Registered Reg. No. 2,701,189. |
| ValueOptions, Inc. | EAP Express | 35 | Registered Reg. No. 2,673,377 |
| ValueOptions, Inc. | EAP Express | 44 | Registered Reg. No. 2,673,378 |
| ValueOptions, Inc. | Healthy Minds | 44 | Pending Serial No. 76/624,009 |
| ValueOptions, Inc. | ValueOptions | 44 | Registered. Reg. No. 3,089,322 |
| ValueOptions, Inc. | ValueOptions and design | 44 | Registered Reg. No. 3,151,439 |
| ValueOptions, Inc. | Valued Options | 44 | Pending Serial No. 78/967,977 |
| ValueOptions, Inc. | Braided Funding | 44, 35 | Pending Serial No. 77/078,183 |
| ValueOptions, Inc. | Better Options | 44 | Pending Serial No. 77/087,055 |
| ValueOptions, Inc. | Headfirst | 44 | Pending Serial No. 77/087,137 |
| ValueOptions, Inc. | Value Proposition | 44 | Pending Serial No. 77/087,078 |
| ValueOptions, Inc. | Value Added | 44 | Pending Serial No. 77/087,105 |
| ValueOptions, Inc. | ValueOptions Mind Body Health Solutions | 44 | Pending Serial No. 77/131,232 |
| ValueOptions, Inc. | ValueOptions Mind Body Health Solutions – Pharmacy | 44 | Pending Serial No. 77/131,255 |
| ValueOptions, Inc. | ValueOptions Mind Body Health Solutions – Total Health | 44 | Pending Serial No. 77/131,283 |
| ValueOptions, Inc. | ValueOptions Essentialcare | 44 | Pending Serial No. 77/151,864 |
| ValueOptions, Inc. | ValueSelect | 44 | Pending Serial No. 77/307,652 |
| ValueOptions, Inc. | Staysafe | | Pending Serial No. 77/231,818 |
| ValueOptions, Inc. | ValueOptions Improving Behavior to Improve Health | 44 | Pending Serial No. 77337284 |

| OWNER | MARK | CLASS | STATUS |
|---|--|-------|----------------------------------|
| Massachusetts Behavioral Health Partnership | MBHP | 44 | Registered Reg. No. 2,865,003 |
| Massachusetts Behavioral Health Partnership | MBHP MASSACHUSETTS BEHAVIORAL HEALTH PARTNERSHIP (design mark) | 44 | Registered Reg. No. 2,865,004 |
| FHC Health Systems, Inc. | FHC Health Systems | 44 | Registered Reg. No. 3,232,269 |
| FHC Health Systems, Inc. | FHC | 44 | Pending Serial No. 77/322,695 |
| Health Management Strategies International, Inc.. | HMS Health Management Strategies | 35 | Registered Reg. No. 1,789,595 |

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