

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Second Lien Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Health Management Strategies International, Inc.		12/13/2007	CORPORATION: DISTRICT OF COLUMBIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wachovia Bank, National Association, as Second Lien Collateral Agent		
<b>Street Address:</b>	1525 W WT Harris Blvd.		
<b>Internal Address:</b>	Attn: Agency Services 3A2		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28262		
<b>Entity Type:</b>	Bank:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1789595	HEALTH MANAGEMENT STRATEGIES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(714)755-8290		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	ipdocket@lw.com		
<b>Correspondent Name:</b>	Latham & Watkins LLP		
<b>Address Line 1:</b>	650 Town Center Drive		
<b>Address Line 2:</b>	Suite 2000		
<b>Address Line 4:</b>	Costa Mesa, CALIFORNIA 92626		
<b>ATTORNEY DOCKET NUMBER:</b>	022411-0883		
<b>NAME OF SUBMITTER:</b>	Rhonda DeLeon		
<b>Signature:</b>	/Rhonda DeLeon/		

OP \$40.00 1789595

Date:

12/14/2007

**Total Attachments: 6**

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**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.

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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:**

**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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