

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Wellcare Management Group, Inc.		01/31/2008	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Wachovia Bank
Street Address:	301 S Tryon Street
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	77332313	WELLCARE SUMMIT
Serial Number:	77332284	STAYWELL KIDS
Serial Number:	77232159	YOUR PARTNER FOR BETTER HEALTH
Serial Number:	77232139	STAYWELL
Serial Number:	77232148	HARMONY
Serial Number:	77231453	HE HEALTHEASE
Serial Number:	77232143	STAYWELL HEALTH PLAN OF FLORIDA
Serial Number:	77231332	HEALTHEASE
Serial Number:	77232155	HARMONY HEALTH PLAN
Serial Number:	77221020	WELLCARE CLASSIC
Serial Number:	77217237	THE COMMON SENSE APPROACH TO MEDICARE
Serial Number:	73557165	WELLCARE

CORRESPONDENCE DATA

Fax Number: (202)739-3001
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-739-5652
Email: chowell@morganlewis.com
Correspondent Name: Catherine R. Howell, Paralegal
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Address Line 2: Morgan, Lewis & Bockius LLP
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	049089-0037
NAME OF SUBMITTER:	Catherine R. Howell, Paralegal
Signature:	/Catherine R. Howell/
Date:	02/06/2008

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT, dated as of January 31, 2008, between The WellCare Management Group, Inc., a New York Corporation (the "Grantor") and WACHOVIA BANK, NATIONAL ASSOCIATION ("Wachovia"), as Collateral Agent (in such capacity, the "Collateral Agent").

Reference is made to (a) that certain Credit Agreement, dated as of May 13, 2004 and amended as of, *inter alia*, September 1, 2005 (the "Credit Agreement"), by and among WellCare Health Plans, Inc. (formerly known as WellCare Group, Inc., successor by merger to WellCare Holdings, LLC), a Delaware corporation ("WellCare" or the "Parent"), WCG Health Management, Inc. (formerly known as WellCare Health Plans, Inc.), a Delaware corporation ("WCGHM"), The WellCare Management Group, Inc., a New York Corporation ("WMG"), Comprehensive Health Management, Inc., a Florida corporation ("CHM" and, together with WCGHM and WMG, the "Borrowers"), the lenders party thereto (the "Lenders"), Wachovia Bank, National Association ("Wachovia"), as administrative agent for the Lenders (in such capacity, the "Administrative Agent") and as collateral agent for the Lenders (in such capacity, the "Collateral Agent"), LaSalle Bank, National Association, as syndication agent (the "Syndication Agent"), and JPMorgan Chase Bank, N.A., as documentation agent (the "Documentation Agent"), (b) that certain Guarantee and Collateral Agreement, dated as of May 13, 2004 (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Parent, the Borrowers, and Credit Suisse First Boston, the predecessor administrative and collateral agent ("Credit Suisse"), and (c) that certain Resignation and Assignment Agreement, dated as of September 1, 2005, among the Parent, the Borrowers, Credit Suisse, and Wachovia, pursuant to which (i) Credit Suisse resigned as administrative and as collateral agent, (ii) Wachovia was appointed as Administrative and as Collateral Agent, and (iii) Credit Suisse assigned to Wachovia all of its rights, title and interest in, among other things, the Security Documents and the liens and security interests created in the Collateral. Pursuant to the terms of the Collateral Agreement, the Grantor is obligated to execute and deliver this Agreement to perfect the security interest granted to the Collateral Agent in the Trademark Collateral (as hereinafter defined). 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 Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment in full of the Obligations, the Grantor, pursuant to the Collateral Agreement, did and hereby does grant to the Collateral Agent, its permitted successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by it or to which it now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral");

- (a) 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 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");

- (b) all goodwill associated with or symbolized by the Trademarks; and
- (c) all assets, rights and interests that uniquely reflect or embody the Trademarks.

SECTION 3. Collateral Agreement. The security interest granted to the Collateral Agent herein is granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral 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 Collateral 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

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

The WellCare Management Group, Inc.

by:

Name: Heath Schiesser

Title: President & CEO

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Collateral Agent,

by:

Name: Katherine A Hartweg

Title:

Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Owner	Mark	Application/ Registration No.	App/Reg Date
WellCare Management Group, Inc.	WELLCARE SUMMIT	77332313	11/17/2007
WellCare Management Group, Inc.	STAYWELL KIDS and Design	77332284	11/17/2007
WellCare Management Group, Inc.	YOUR PARTNER FOR BETTER HEALTH	77232159	07/17/2007
WellCare Management Group, Inc.	STAYWELL	77232139	07/17/2007
WellCare Management Group, Inc.	HARMONY	77232148	07/17/2007
WellCare Management Group, Inc.	HealthEase and Design	77231453	07/17/2007
WellCare Management Group, Inc.	Staywell HEALTH PLAN OF FLORIDA and Design	77232143	07/17/2007
WellCare Management Group, Inc.	HEALTHEASE	77231332	07/17/2007
WellCare Management Group, Inc.	HARMONY HEALTH PLAN and Design	77232155	07/17/2007
WellCare Management Group, Inc.	WELLCARE CLASSIC	77221020	07/17/2007
WellCare Management Group, Inc.	THE COMMON SENSE APPROACH TO MEDICARE	77217237	06/27/2007
WellCare Management Group, Inc.	WELLCARE and Design	73557165 1443611	09/03/1985 06/16/1987