

Form PTO-1594 (Rev. 07/05)  
OMB Collection 0651-0027 (exp. 6/30/2008)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

80034-1285 (2)

To the Director of the U. S. Patent and Trademark Office. Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies):**

"See Attached"

- Individual(s)
- General Partnership
- Corporation- State: \_\_\_\_\_
- Other \_\_\_\_\_
- Association
- Limited Partnership

Citizenship (see guidelines) \_\_\_\_\_  
Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance / Execution Date(s) :**

Execution Date(s) April 30, 2008

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: General Electric Capital  
 Internal Corporation, as agent  
 Address: \_\_\_\_\_  
 Street Address: 2 Bethesda Metro Center  
 City: Bethesda  
 State: MD  
 Country: USA Zip: 20814

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Laura Konrath  
 Internal Address: Winston & Strawn LLP  
 Street Address: 35 W. Wacker Dr.  
 City: Chicago  
 State: IL Zip: 60601  
 Phone Number: 312-558-6352  
 Fax Number: 312-558-5700  
 Email Address: lkonrath@winston.com

**6. Total number of applications and registrations involved:**

21

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 540**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
 Expiration Date \_\_\_\_\_  
 b. Deposit Account Number 232428  
 Authorized User Name Laura Konrath

**9. Signature:**

[Signature] \_\_\_\_\_  
 Signature Date  
Laura Konrath  
 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: \_\_\_\_\_

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450






CH \$540.00 232428 76670843

Continuation Item . 1

- 1) National Medical Health Card Systems, Inc. a Delaware Corporation
- 2) Integrail Inc.
- 3) Pharmaceutical Care Network
- 4) NMHCRX Mail Order, Inc.

## SCHEDULE 1



Continuation  
Item 4I. U.S. TrademarksNational Medical Health Card Systems, Inc.

Country	Trademark/Service Mark	Serial No. & Filed Date	Reg. No. & Reg. Date	Status
United States	INTEGRAL	78044429 1/23/2001	2622324 9/17/2002	Registered
United States	NATIONAL MEDICAL HEALTH CARD SYSTEMS, INC.	75137826 7/18/1996	2089141 8/19/1997	Registered
United States	NMHC RX.COM	75934414 3/6/2000	2489319 9/11/2001	Registered
United States	VITAL RX	75702885 5/11/1999	2493217 9/25/2001	Registered
United States	 NMHC RX	76388954 4/1/2002	2708972 4/22/2003	Registered
United States	NMHC RX	76388953 4/1/2002	2720884 6/3/2003	Registered
United States	NMHC MAIL	76518180 5/30/2003	2928201 2/22/2005	Registered
United States	 NMHC RX	76579122 3/4/2004	2986987 8/23/2005	Registered
United States	 NMHC Mail	76601227 7/8/2004	2991488 9/6/2005	Registered
United States	 NMHC	76602569 7/16/2004	3000204 9/27/2005	Registered
United States	 NMHC Integral	76627000 1/16/2005	3052756 1/31/2006	Registered



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TRADEMARK



REEL: 003790 FRAME: 0840

Country	Trademark/Service Mark	Serial No. & Filed Date	Reg. No. & Reg. Date	Status
12 United States	NMHC ASCEND	76640381 6/8/2005	3092121 5/16/2006	Registered
13 United States	MYNMHC	78660804 6/29/2005	3120004 7/25/2006	Registered
United States	 Mail Service Pharmacy	76518179 5/30/2003	Filing NB	Abandoned
14 United States		76670843 12/26/2006	Filing 1B	Allowed
15 United States	NOVUSRX	77049571 11/22/2006	Filing 1B	Allowed
United States	INTEGRAL FORERUNNER	78126881 5/7/2002	None	Abandoned

**National Medical Health Card Systems, Inc./ Integrail Inc.**

Country	Trademark/Service Mark	Serial No. & Filed Date	Reg. No. & Reg. Date	Status
United States	MAGELLAN EPISODE PATHFINDER	75744018 7/16/1999	2441981 4/10/2001	Canceled
16 United States	 Health Information Management	78044423 1/23/2001	2744844 7/29/2003	Registered
17 United States	 Specialty Pharmacy Services	76471771 11/22/2002	2952497 5/17/2005	Registered

Pharmaceutical Care Network

Country	Trademark/Service Mark	Serial No. & Filed Date	Reg. No. & Reg. Date	Status
United States		74225890 11/27/1991	1761631 Renew: 6/29/2003	Registered
United States	MEDINTELLIGENCE	75501557 6/12/1998	2283003 10/5/1999	Registered
United States	PRESCRIBER ADVISOR	76423936 6/18/2002	2890492 9/28/2004	Registered
United States	PRESCRIBER ADVISOR	76423938 6/18/2002	2890493 9/28/2004	Registered
United States	PCN'S RXPLORE	75301356 6/2/1997	N/A	Abandoned
United States	PCN DIRECT	75419595 1/16/1998	N/A	Abandoned
United States		75451053 3/16/1998	N/A	Abandoned
United States	SECURENET	78459248 7/29/2004	N/A	Abandoned
United States	PHARMASSIST	78503048 10/20/2004	N/A	Abandoned

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TRADEMARK

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of April 30, 2008, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of General Electric Capital Corporation ("GE Capital"), as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders, the L/C Issuers and each other Secured Party (each as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of April 25, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, Parent, Merger Sub, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement 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 Lenders, the L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

- (a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
- (b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

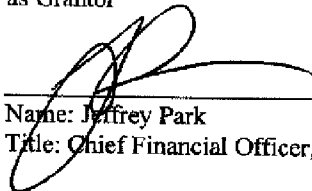
Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

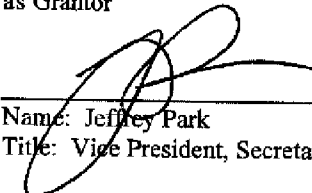
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

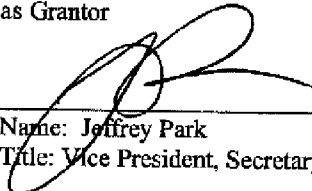
NATIONAL MEDICAL HEALTH CARD SYSTEMS,  
INC.,  
as Grantor

By:   
Name: Jeffrey Park  
Title: Chief Financial Officer, SVP, Finance and Secretary

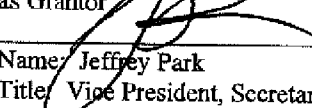
INTEGRAL INC.,  
as Grantor

By:   
Name: Jeffrey Park  
Title: Vice President, Secretary and Treasurer

PHARMACEUTICAL CARE NETWORK,  
as Grantor

By:   
Name: Jeffrey Park  
Title: Vice President, Secretary and Chief Financial Officer

NMHC RX MAIL ORDER, INC.,  
as Grantor

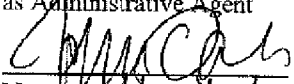
By:   
Name: Jeffrey Park  
Title: Vice President, Secretary and Treasurer

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]



ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Administrative Agent

By:   
Name: John Dale  
Title:

Duly Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

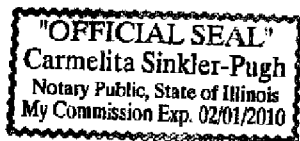
ACKNOWLEDGMENT OF GRANTOR

STATE OF ILLINOIS

COUNTY OF DUPAGE ss.

On this 24th day of April, 2008 before me personally appeared Jeremy Pack, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of National Medical Health Card Systems, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Carmelita Sinkler-Pugh  
Notary Public



[ACKNOWLEDGMENT OF GRANTOR]

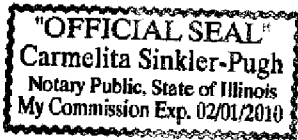
ACKNOWLEDGMENT OF GRANTOR

STATE OF ILLINOIS

COUNTY OF DUPAGE ss.

On this 29<sup>th</sup> day of April, 2008 before me personally appeared Jeremy Park, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of NMHCRX Mail Order, Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Carmelita Sinkler-Pugh  
Notary Public



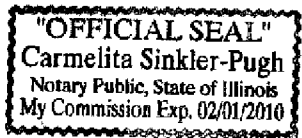
[ACKNOWLEDGMENT OF GRANTOR]

ACKNOWLEDGMENT OF GRANTOR

STATE OF ILLINOIS )  
COUNTY OF DU PAGE ) ss.

On this 29<sup>th</sup> day of April, 2008 before me personally appeared Jeremy Acks, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Integrail Inc., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Carmelita Sinkler-Pugh  
Notary Public



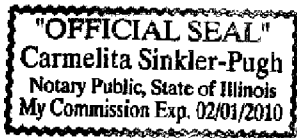
[ACKNOWLEDGMENT OF GRANTOR]

ACKNOWLEDGMENT OF GRANTOR

STATE OF ILLINOIS )  
COUNTY OF DUPAGE ) ss.

On this 29<sup>th</sup> day of April, 2008 before me personally appeared Jeremy Aiken, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Pharmaceutical Care Network, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.






Carmelita Sinkler-Pugh  
Notary Public





[ACKNOWLEDGMENT OF GRANTOR]



## SCHEDULE 1

I. U.S. TrademarksNational Medical Health Card Systems, Inc.



Country	Trademark/Service Mark	Serial No. & Filed Date	Reg. No. & Reg. Date	Status
United States	INTEGRAL	78044429 1/23/2001	2622324 9/17/2002	Registered
United States	NATIONAL MEDICAL HEALTH CARD SYSTEMS, INC.	75137826 7/18/1996	2089141 8/19/1997	Registered
United States	NMHC RX.COM	75934414 3/6/2000	2489319 9/11/2001	Registered
United States	VITAL RX	75702885 5/11/1999	2493217 9/25/2001	Registered
United States	 NMHC <sub>RX</sub>	76388954 4/1/2002	2708972 4/22/2003	Registered
United States	NMHC RX	76388953 4/1/2002	2720884 6/3/2003	Registered
United States	NMHC MAIL	76518180 5/30/2003	2928201 2/22/2005	Registered
United States	 NMHC <sub>RX</sub>	76579122 3/4/2004	2986987 8/23/2005	Registered
United States	 NMHC Mail	76601227 7/8/2004	2991488 9/6/2005	Registered
United States	 NMHC	76602569 7/16/2004	3000204 9/27/2005	Registered
United States	 Integral	76627000 1/16/2005	3052756 1/31/2006	Registered

Country	Trademark/Service Mark	Serial No. & Filed Date	Reg. No. & Reg. Date	Status
United States	NMHC ASCEND	76640381 6/8/2005	3092121 5/16/2006	Registered
United States	MYNMHC	78660804 6/29/2005	3120004 7/25/2006	Registered
United States	 NMHC MAIL Mail Service Pharmacy	76518179 5/30/2003	Filing 1B	Abandoned
United States	 NovusRx	76670843 12/26/2006	Filing 1B	Allowed
United States	NOVUSRX	77049571 11/22/2006	Filing 1B	Allowed
United States	INTEGRAIL FORERUNNER	78126881 5/7/2002	None	Abandoned

**National Medical Health Card Systems, Inc./ Integrail Inc.**

Country	Trademark/Service Mark	Serial No. & Filed Date	Reg. No. & Reg. Date	Status
United States	MAGELLAN EPISODE PATHFINDER	75744018 7/16/1999	2441981 4/10/2001	Canceled
United States	 integrail Health Information Management	78044423 1/23/2001	2744844 7/29/2003	Registered
United States	 ASCEND Specialty Pharmacy Services	76471771 11/22/2002	2952497 5/17/2005	Registered

Pharmaceutical Care Network

Country	Trademark/Service Mark	Serial No. & Filed Date	Reg. No. & Reg. Date	Status
United States		74225890 11/27/1991	1761631 Renew: 6/29/2003	Registered
United States	MEDINTELLIGENCE	75501557 6/12/1998	2283003 10/5/1999	Registered
United States	PRESCRIBER ADVISOR	76423936 6/18/2002	2890492 9/28/2004	Registered
United States	PRESCRIBER ADVISOR	76423938 6/18/2002	2890493 9/28/2004	Registered
United States	PCN'S RXPLORE	75301356 6/2/1997	N/A	Abandoned
United States	PCN DIRECT	75419595 1/16/1998	N/A	Abandoned
United States		75451053 3/16/1998	N/A	Abandoned
United States	SECURENET	78459248 7/29/2004	N/A	Abandoned
United States	PHARMASSIST	78503048 10/20/2004	N/A	Abandoned



II. State Trademarks

National Medical Health Card Systems, Inc.

Jurisdiction	Mark	Status	Classes
Alabama	NMHC RX	Registered	35
Hawaii	NMHC RX	Registered	35
Nebraska	NMHC RX	Registered	42

NMHC RX Mail Order, Inc.

Jurisdiction	Mark	Status	Classes
Louisiana	NMHC MAIL	Registered	35

Pharmaceutical Care Network

Jurisdiction	Mark	Status	Classes
California	PHARMACEUTICAL CARE NETWORK	Renewed	35, 42
California	PHARMACEUTICAL CARE NETWORK	Expired	35, 42
Nevada	PHARMACEUTICAL CARE NETWORK	Renewed	36