

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
Ecom PPO Advisors, LLC		06/27/2008	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	2 Bethesda Metro
City:	Bethesda
State/Country:	MARYLAND
Postal Code:	20814
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	2632388	ECOM
Registration Number:	2826723	ECOM PPO.COM
Registration Number:	3416318	MEMBER LEVEL PPO MANAGEMENT
Registration Number:	3314935	MEMBER LEVEL PPO SELECTION
Registration Number:	2777040	THE ORIGINAL MANAGED CARE MANAGERS
Registration Number:	2926062	VIRTUAL PPO
Registration Number:	3132743	VIRTUAL PPO
Registration Number:	3220093	WHITE SPACE ELIMINATION
Serial Number:	77101482	F.E.E.P.S. - THE FINANCIAL, EDUCATIONAL, EMOTIONAL, PHYSICAL AND SPIRITUAL APPROACH TO WELLNESS.
Serial Number:	77047375	MEMBER LEVEL MATCHING
Serial Number:	77047379	MEMBER LEVEL MATCHING ANALYSIS
Serial Number:	77010332	WHITESPACE ELIMINATION
Serial Number:	77047360	MEMBER LEVEL PPO ANALYSIS

OP \$365.00 2632388

Serial Number:

77414180

ECOM PPO ADVISORS

CORRESPONDENCE DATA

Fax Number: (312)993-9767

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-993-2622

Email: gayle.grocke@lw.com

Correspondent Name: Gayle D. Grocke c/o Latham & Watkins LLP

Address Line 1: 233 S. Wacker Drive

Address Line 2: Suite 5800

Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:

025646-0344

NAME OF SUBMITTER:

Gayle D. Grocke

Signature:

/gdg/

Date:

06/27/2008

Total Attachments: 6

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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 27, 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 and the L/C Issuers (as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of June 9, 2006 (as the same has been and may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, 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 has agreed, pursuant to an Amended and Restated Guaranty and Security Agreement, dated as of December 31, 2007, 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, each Grantor is a 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 and the L/C Issuers to continue to make their respective extensions of credit to the Borrower under the Credit Agreement, 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 (or as defined in the Credit Agreement, as contemplated by Section 1.1(a) of 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.

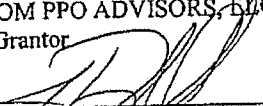
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature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

ECOM PPO ADVISORS, LLC,
as Grantor

By: 
Name: J. Douglas Williams
Title: Chief Executive Officer

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: _____
Name:
Title: Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

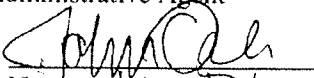
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ECOM PPO ADVISORS, LLC,
as Grantor

By: _____
Name: J. Douglas Williams
Title: Chief Executive Officer

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]

Schedule I
to
Trademark Security Agreement

Trademark Registrations

REGISTERED TRADEMARKS

<u>MARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
ECOM & Design	2632388	October 8, 2002
ECOM PPO.COM	2826723	March 23, 2004
MEMBER LEVEL PPO MANAGEMENT	3416318	April 22, 2008
MEMBER LEVEL PPO SELECTION	3314935	October 16, 2007
THE ORIGINAL MANAGED CARE MANAGERS	2777040	October 21, 2003
VIRTUAL PPO	2926062	February 8, 2005
VIRTUAL PPO	3132743	August 22, 2006
WHITE SPACE ELIMINATION	3220093	March 20, 2007

TRADEMARK APPLICATIONS

<u>MARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
F.E.E.P.S. – THE FINANCIAL, EDUCATIONAL, EMOTIONAL, PHYSICAL AND SPIRITUAL APPROACH TO WELLNESS	77/101,482	February 7, 2007

MEMBER LEVEL MATCHING	77/047,375	November 19, 2006
MEMBER LEVEL MATCHING ANALYSIS	77/047,379	November 19, 2006
WHITESPACE ELIMINATION	77/010,332	September 26, 2006
MEMBER LEVEL PPO ANALYSIS	77/047,360	November 19, 2006
ECOM PPO ADVISORS & Design	77/414,180	March 5, 2008