TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	First Lien Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Landacorp, Inc.		05/28/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Collateral Agent
Street Address:	500 W Monroe
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	3375721	LANDACORP
Registration Number:	3620180	CARERADIUS
Serial Number:	77301952	CAREFIND
Serial Number:	77301944	CAREAFFILIATE

CH $115.00 3375721

CORRESPONDENCE DATA

Fax Number: (312)577-4565
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 3125778265
Email: kristin.brozovic@kattenlaw.com
Correspondent Name: Kristin Brozovic c/o Katten Muchin
Address Line 1: 525 W Monroe
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	332658-4
NAME OF SUBMITTER:	Kristin Brozovic

Signature:	/Kristin Brozovic/
Date:	05/29/2009

Total Attachments: 5
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FIRST LIEN TRADEMARK SECURITY AGREEMENT dated as of May 28, 2009, among LANDACORP, INC., a Delaware corporation and a subsidiary of Borrower (as defined below) (the "Grantor") and GENERAL ELECTRIC CAPITAL CORPORATION ("GE Capital"), as the Collateral Agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Second Amended and Restated First Lien Credit Agreement dated as of May 28, 2009 (as has been and may be further amended, restated, supplemented or otherwise modified from time to time, the "First Lien Credit Agreement"), among SHPS Holdings, Inc., a Delaware corporation ("Holdings"), SHPS, Inc., a Florida corporation (the "Borrower"), the lenders from time to time party thereto (the "Lenders"), GE Capital, as Administrative Agent and Collateral Agent (as both are defined in the First Lien Credit Agreement) and JPMorgan Chase Bank, N.A., as Resigning Administrative Agent and Resigning Collateral Agent (as both are defined in the First Lien Credit Agreement), (b) the First Lien Guarantee and Collateral Agreement dated as of August 9, 2006 (as amended, supplemented or otherwise modified from time to time, the "First Lien Collateral Agreement"), among Holdings, the Borrower, the other Loan Parties from time to time party thereto and the Collateral Agent, and (c) the Master Reaffirmation and Amendment Agreement dated as of May 28, 2009 (as amended, supplemented or otherwise modified from time to time, the "Master Reaffirmation") among Holdings, the Borrower, the other Loan Parties from time to time party thereto and the Collateral Agent. The Lenders have agreed to continue to extend credit to the Borrower subject to the terms and conditions set forth in the First Lien Credit Agreement. The obligations of the Lenders to continue to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Grantor is a subsidiary of the Borrower, will derive substantial benefits from the continuation of the extension of credit to the Borrower pursuant to the First Lien Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to continue to extend such credit. 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 First Lien Collateral Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, Grantor, pursuant to the First Lien Collateral Agreement and the Master Reaffirmation, did and hereby does grant to the Collateral Agent, its 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 Grantor or in which Grantor 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 in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I attached hereto (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody such goodwill.

Notwithstanding the foregoing, the Trademark Collateral shall not include any assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest if the grant of a security interest in such assets or properties in the manner contemplated by this Agreement, under the terms thereof or under applicable law, is prohibited or would give any other party the right to terminate a license or other agreement relating to such assets or properties, provided that any such limitation on the security interest granted hereunder shall only apply to the extent that any such prohibition or termination right would not be rendered ineffective pursuant to the UCC or any other applicable law.

SECTION 3. First Lien Collateral Agreement and Master Reaffirmation. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the First Lien Collateral Agreement and affirmed by the Master Reaffirmation. The parties hereto hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the First Lien 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 First Lien Collateral Agreement, the terms of the First Lien Collateral Agreement shall govern.

SECTION 4. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

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

GENERAL ELECTRIC CAPITAL CORPORATION, as Collateral Agent,

By: _____
Name: _____
Title: Duly Authorized Signatory

LANDACORP, INC., as Grantor

By: _____
Name: John W. McCarty
Title: Executive Vice President and Chief Financial Officer

FORMAL BY LEGAL APPROVED

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

GENERAL ELECTRIC CAPITAL CORPORATION, as Collateral Agent,

By: _____
Name: Peter B. Zone
Title: Duly Authorized Signatory

LANDACORP, INC., as Grantor

By: _____
Name: _____
Title: _____

SCHEDULE I

TO FIRST LIEN TRADEMARK SECURITY AGREEMENT

Mark	Serial No.	Application Date	Registration No.	Registration Date	Status of Mark	Current Owner/ Applicant
LANDACORP	77193939	5/31/07	3375721	1/29/08	Registered	Landacorp, Inc.
CARERADIUS	77301973	10/11/07	3620180	5/12/09	Registered	Landacorp, Inc.
CAREFIND	77301952	10/11/07	N/A	N/A	Published (Pending)	Landacorp, Inc.
CAREAFFILIATE	77301944	10/11/07	N/A	N/A	Published (Pending)	Landacorp, Inc.

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