

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Notice of Change of Collateral Agent- First Lien Patent and Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
JPMorgan Chase Bank, N.A		05/28/2009	National Association:
RECEIVING PARTY DATA			
Name:	General Electric Capital Corporation, as Administrative Agent and Collateral Agent		
Street Address:	500 W Monroe		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60661		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Registration Number:	2517784	SHPS	
Registration Number:	2388299	SHPS	
Registration Number:	2451339	SHPS	
Registration Number:	2705082	PEOPLETECHNOLOGY	
Registration Number:	3357158	CARE WISE	
Registration Number:	3357100	CAREWISE	
Registration Number:	2012144	BABYWISE	
Registration Number:	1574030	CAREWISE	
Registration Number:	2023281	LIVINGWISE	
Registration Number:	2805695		
Registration Number:	2710087	EBENX CONNEXION	
Registration Number:	2721087	EBENX WEBINQUIRY	
Registration Number:	2721088	EBENX WEBREMIT	

CH \$565.00 2517784

900135263

TRADEMARK
 REEL: 003997 FRAME: 0146

Registration Number:	2723906	EBENX
Registration Number:	2719169	FOR THE HEALTH AND WELFARE OF YOUR BUSINESS
Registration Number:	3119101	BEN-NET
Registration Number:	2193444	LANDACORP
Registration Number:	2548779	MAXSYS
Registration Number:	2687735	MAXMC
Registration Number:	2940284	HEALTHVIEWS
Registration Number:	2372279	MANAGING FOR TOMORROW
Registration Number:	2657486	NETCARE

CORRESPONDENCE DATA

Fax Number: (312)577-4565
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 312-577-8265
 Email: kristin.brozovic@kattenlaw.com
 Correspondent Name: Kristin Brozovic c/o Katten Muchin
 Address Line 1: 525 W Monroe Street
 Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	332658-4
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	06/01/2009

Total Attachments: 9

source=Patent and Trademark Assignment- 2006#page1.tif
 source=Patent and Trademark Assignment- 2006#page2.tif
 source=Patent and Trademark Assignment- 2006#page3.tif
 source=Patent and Trademark Assignment- 2006#page4.tif
 source=Patent and Trademark Assignment- 2006#page5.tif
 source=Patent and Trademark Assignment- 2006#page6.tif
 source=Patent and Trademark Assignment- 2006#page7.tif
 source=Patent and Trademark Assignment- 2006#page8.tif
 source=Patent and Trademark Assignment- 2006#page9.tif

NOTICE OF CHANGE OF COLLATERAL AGENT –
FIRST LIEN PATENT AND TRADEMARK SECURITY AGREEMENT

Dated: May 28, 2009

Reference is hereby made to that certain Second Amended and Restated First Lien Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”) by and among SHPS HOLDINGS, INC., a Delaware corporation (“Holdings”), SHPS, INC., a Florida corporation (“Borrower”), the “Lenders” party thereto, GENERAL ELECTRIC CAPITAL CORPORATION (“GE Capital”), as “Administrative Agent” and “Collateral Agent” thereunder, and JPMORGAN CHASE BANK, N.A. (“JPMCB”), as “Resigning Administrative Agent” and “Resigning Collateral Agent” thereunder.

WHEREAS, Holdings, Borrower, SHPS HUMAN RESOURCE SOLUTIONS, INC., a Kentucky corporation (“SHPS Human Resource”), SHPS HEALTH MANAGEMENT SOLUTIONS, INC., a Delaware corporation (“SHPS Health Management”), LANDACORP, INC., a Delaware corporation (“Landacorp”, collectively along with Holdings, Borrower, SHPS Human Resource and SHPS Health Management, the “Grantors”), have entered into that certain Amended and Restated First Lien Guarantee and Collateral Agreement dated as of August 9, 2006 (as amended, restated, reaffirmed, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”) among the Grantors, the other “Loan Parties” from time to time party thereto (as defined in the Guarantee and Collateral Agreement), and JPMCB, as Collateral Agent (as defined in the Guarantee and Collateral Agreement) for the benefit of certain secured parties (the “Secured Parties”), to secure certain of obligations and liabilities of the Grantors to such Secured Parties;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantors granted a first priority security interest in substantially all of the Grantors’ assets, whether then existing or thereafter created or acquired to JPMCB, as Collateral Agent, for the benefit of the Secured Parties, on the terms and conditions more fully set forth in the Guarantee and Collateral Agreement;

WHEREAS, the Grantors and JPMCB, as Collateral Agent, entered into that certain First Lien Patent and Trademark Security Agreement, dated as of August 9, 2006 (as amended, restated, reaffirmed, supplemented or otherwise modified from time to time, the “Patent and Trademark Security Agreement”), which Patent and Trademark Security Agreement was recorded on September 20, 2006 in the United States Patent and Trademark Office, Patent Division, at Reel 018268, Frame 0984 and on September 20, 2006 in the United States Patent and Trademark Office, Trademark Division, at Reel 003393, Frame 0734; and

WHEREAS, pursuant to the Patent and Trademark Security Agreement, the Grantors granted to JPMCB, as Collateral Agent, a continuing security interest in all of the Grantors’ right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Patent and Trademark Collateral”), in each case, whether then existing or thereafter created or acquired:

(a) all letters patent of the United States, all registrations and recording thereof, and all applications for letters patent of the United States, including registrations, recordings and pending applications in the United States Patent and Trademark Office, including those listed on Schedule I attached hereto (the "Patents");

(b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions of the Patents, and the inventions disclosed or claimed in the Patents, including the right to make, use and/or sell the inventions disclosed or claimed in the Patents;

(c) 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");

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

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

WHEREAS, as of the Effective Date (as defined in the Credit Agreement), JPMCB has resigned as Collateral Agent under the Guarantee and Collateral Agreement and the Patent and Trademark Security Agreement and has assigned all of its rights, powers, privileges and duties as Collateral Agent under the Loan Documents to GE Capital and GE Capital has accepted such assignments, has assumed all such duties, and has replaced JPMCB as Collateral Agent thereunder for the benefit of the Secured Parties.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party, the parties hereto hereby agree and confirm that:

1. As of the Effective Date, JPMCB has ceased to be the Collateral Agent for the benefit of the Secured Parties under the Guarantee and Collateral Agreement and the Patent and Security Agreement;
2. As of the Effective Date, GE Capital is the Collateral Agent for the benefit of the Secured Parties under the Guarantee and Collateral Agreement and the Patent and Trademark Security Agreement;
3. As of the Effective Date, JPMCB, as Collateral Agent for the benefit of the Secured Parties, hereby assigns and transfers the security interest granted to the Grantors in the Patent and Trademark Collateral and all of its interests, rights and duties in, to and/or under the Patent and Trademark Security Agreement to GE Capital, as Collateral Agent for the benefit of the Secured Parties, and GE Capital, as Collateral Agent for the benefit of the Secured Parties hereby assumes such

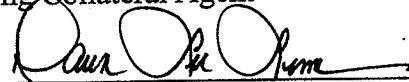
security interest in the Patent and Trademark Collateral and all such interests, rights and duties in, to and/or under the Patent and Trademark Security Agreement; and

4. the execution and delivery of this Notice of Change of Collateral Agent – First Lien Patent and Trademark Security Agreement (this “Assignment”) shall not in any way affect or modify the liability of the Grantors under the Guarantee and Collateral Agreement or Grantors under the Patent and Trademark Security Agreement hereby assigned, it being understood and agreed that notwithstanding this Assignment, all of the obligations of the Grantors under the Guarantee and Collateral Agreement and the Grantors under the Patent and Trademark Security Agreement shall be and remain enforceable by GE Capital, as Collateral Agent, or by its successors and assigns, in such capacity, against the Grantors.
5. This assignment and the execution and delivery of this Notice of Change of Collateral Agent- First Lien Patent and Trademark Security Agreement are made without recourse to or representation or warranty by JPMCB.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their officers thereunto duly authorized as of the date first set forth above.

**JPMORGAN CHASE BANK, N.A., as
Resigning Collateral Agent**

By: 
Name: Dawn L. LeeLum
Its: Executive Director

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Collateral Agent**

By: _____
Name: _____
Its: Duly Authorized Signatory

Acknowledged and Agreed:

SHPS HOLDINGS, INC.

By: _____
Name: _____
Title: _____

SHPS, INC.

By: _____
Name: _____
Title: _____

**SHPS HUMAN RESOURCE SOLUTIONS,
INC.**

**SHPS HEALTH MANAGEMENT
SOLUTIONS, INC.
LANDACORP, INC.**


By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their officers thereunto duly authorized as of the date first set forth above.

**JPMORGAN CHASE BANK, N.A., as
Resigning Collateral Agent**

By: _____
Name: _____
Its: _____

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Collateral Agent**

By: 
Name: Peter B. Zone
Its: Duly Authorized Signatory

Acknowledged and Agreed:

SHPS HOLDINGS, INC.

By: _____
Name: _____
Title: _____

SHPS, INC.

By: _____
Name: _____
Title: _____

**SHPS HUMAN RESOURCE SOLUTIONS,
INC.
SHPS HEALTH MANAGEMENT
SOLUTIONS, INC.
LANDACORP, INC.**

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their officers thereunto duly authorized as of the date first set forth above.

**JPMORGAN CHASE BANK, N.A., as
Resigning Collateral Agent**

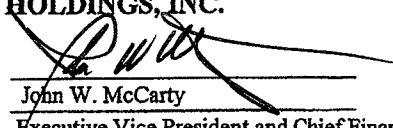
By: _____
Name: _____
Its: _____

**GENERAL ELECTRIC CAPITAL
CORPORATION, as Collateral Agent**

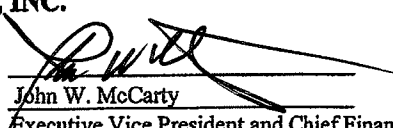
By: _____
Name: _____
Its: Duly Authorized Signatory

Acknowledged and Agreed:

SHPS HOLDINGS, INC.

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


SHPS, INC.

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



**SHPS HUMAN RESOURCE SOLUTIONS,
INC.**

**SHPS HEALTH MANAGEMENT
SOLUTIONS, INC.
LANDACORP, INC.**

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

Notice of Change of Collateral Agent- Patent and Trademarks

SCHEDULE 1

REGISTERED PATENTS

Description	Patent No.	Date of Issuance	Application No.	Application Date	Owner
Health and Welfare Benefit Enrollment and Billing System and Method	6067522	5/23/00	08609478	3/1/96	SHPS Human Resource Solutions, Inc.

PATENT APPLICATIONS

None

REGISTERED TRADEMARKS

Mark	Registration Number	Registration Date	Owner	Status
SHPS and Design	2517784	12/11/01	SHPS, Inc.	Registered
SHPS	2388299	9/19/00	SHPS, Inc.	Registered
SHPS	2451339	5/15/01	SHPS, Inc.	Registered
PEOPLETECHNOLOGY	2705082	4/8/03	SHPS, Inc.	Not in Use/Will be Allowed to Lapse
CARE WISE and Design	3357158	12/18/07	SHPS Health Management Solutions, Inc.	Registered
CAREWISE	3357100	12/18/07	SHPS Health Management Solutions, Inc.	Registered
BABYWISE	2012144	10/29/96	SHPS Health Management Solutions, Inc.	Registered
CAREWISE	1574030	12/26/89	SHPS Health Management Solutions, Inc.	Registered

Notice of Change of Collateral Agent- Patent and Trademarks

TRADEMARK
REEL: 003997 FRAME: 0154

Mark	Registration Number	Registration Date	Owner	Status
LIVINGWISE	2023281	12/17/96	SHPS Health Management Solutions, Inc.	Registered
CAREWISE LOGO	2805695	1/13/04	SHPS Health Management Solutions, Inc.	Registered
EBENX CONNEXION	2710087	4/22/03	Ebenx, Inc. Now known as SHPS Human Resource Solutions, Inc.	Not in Use/Will be Allowed to Lapse
EBENX WEBINQUIRY	2721087	6/3/03	Ebenx, Inc. Now known as SHPS Human Resource Solutions, Inc.	Not in Use/Will be Allowed to Lapse
EBENX WEBREMIT	2721088	6/3/03	Ebenx, Inc. Now known as SHPS Human Resource Solutions, Inc.	Not in Use/Will be Allowed to Lapse

Mark	Registration Number	Registration Date	Owner	Status
EBENX	2723906	6/10/03	Ebenx, Inc. Now known as SHPS Human Resource Solutions, Inc.	Not in Use/Will be Allowed to Lapse
FOR THE HEALTH AND WELFARE OF YOUR BUSINESS	2719169	5/27/03	Ebenx, Inc. Now known as SHPS Human Resource Solutions, Inc.	Not in Use/Will be Allowed to Lapse
BEN-NET	3119101	7/25/06	SHPS Human Resource Solutions, Inc.	Registered
LANDACORP	2193444	10/6/98	Landacorp, Inc.	Registered
MAXSYS	2548779	3/19/02	Landacorp, Inc.	Registered
MAXMC	2687735	2/18/03	Landacorp, Inc.	Registered
HEALTHVIEWS	2940284	4/12/05	Landacorp, Inc.	Registered
MANAGING FOR TOMORROW	2372279	8/1/00	Landacorp, Inc.	Not in Use/Will be Allowed to Lapse
NETCARE	2657486	12/10/02	Landacorp, Inc.	Registered