

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Patent and Trademark Release of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
JPMorgan Chase Bank, N.A		05/28/2009	National Association:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	SHPS, Inc.		
<b>Street Address:</b>	9200 Shelbyville Road, 7th Floor		
<b>City:</b>	Louisville		
<b>State/Country:</b>	KENTUCKY		
<b>Postal Code:</b>	40222		
<b>Entity Type:</b>	CORPORATION: FLORIDA		
<b>Name:</b>	SHPS Human Resource Solutions, Inc.		
<b>Street Address:</b>	9200 Shelbyville Road, 7th Floor		
<b>City:</b>	Louisville		
<b>State/Country:</b>	KENTUCKY		
<b>Postal Code:</b>	40222		
<b>Entity Type:</b>	CORPORATION: KENTUCKY		
<b>Name:</b>	SHPS Holdings, Inc.		
<b>Street Address:</b>	9200 Shelbyville Road, 7th Floor		
<b>City:</b>	Louisville		
<b>State/Country:</b>	KENTUCKY		
<b>Postal Code:</b>	40222		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>Name:</b>	SHPS Health Management Solutions, Inc.		
<b>Street Address:</b>	9200 Shelbyville Road, 7th Floor		
<b>City:</b>	Louisville		
<b>State/Country:</b>	KENTUCKY		
<b>Postal Code:</b>	40222		

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**TRADEMARK**  
**REEL: 003997 FRAME: 0568**

Entity Type: CORPORATION: DELAWARE

Name:	Landacorp, Inc.
Street Address:	9200 Shelbyville Road, 7th Floor
City:	Louisville
State/Country:	KENTUCKY
Postal Code:	40222
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	2012144	BABYWISE
Registration Number:	2023281	LIVINGWISE
Registration Number:	1574030	CAREWISE
Registration Number:	2805695	
Registration Number:	2723906	EBENX
Registration Number:	2721087	EBENX WEBINQUIRY
Registration Number:	2721088	EBENX WEBREMIT
Registration Number:	2719169	FOR THE HEALTH AND WELFARE OF YOUR BUSINESS
Registration Number:	2193444	LANDACORP
Registration Number:	2372279	MANAGING FOR TOMORROW
Registration Number:	2687735	MAXMC
Registration Number:	2548779	MAXSYS
Registration Number:	2657486	NETCARE
Registration Number:	2940284	HEALTHVIEWS
Registration Number:	2388299	SHPS
Registration Number:	2451339	SHPS
Registration Number:	2517784	SHPS

CORRESPONDENCE DATA

Fax Number: (312)577-4565

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

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ATTORNEY DOCKET NUMBER:	332658-4
NAME OF SUBMITTER:	Kristin Brozovic
Signature:	/Kristin Brozovic/
Date:	06/02/2009
<p>Total Attachments: 6 source=Patent and Trademark Release- 2003#page1.tif source=Patent and Trademark Release- 2003#page2.tif source=Patent and Trademark Release- 2003#page3.tif source=Patent and Trademark Release- 2003#page4.tif source=Patent and Trademark Release- 2003#page5.tif source=Patent and Trademark Release- 2003#page6.tif</p>	

## **PATENT AND TRADEMARK RELEASE OF SECURITY INTEREST**

THIS PATENT AND TRADEMARK RELEASE OF SECURITY INTEREST (this "Release") is made as of May 28, 2009 by JPMORGAN CHASE BANK, N.A., as Collateral Agent (the "Collateral Agent").

### **WITNESSETH:**

WHEREAS, the Collateral Agent and SHPS Holdings, Inc., a Delaware corporation ("Holdings"), SHPS, INC., a Florida corporation ("Borrower"), SHPS HUMAN RESOURCE SOLUTIONS, INC. (formerly known as EBenX, Inc. and Arbor Associates, Inc.), a Kentucky corporation ("SHPS Human Resource"), SHPS HEALTH MANAGEMENT SOLUTIONS, INC. (formerly known as CareWise, Inc.), a Delaware corporation ("SHPS Health Management"), and OMS Incorporated, a Massachusetts corporation ("OMS", collectively along with Holdings, Borrower, SHPS Human Resource and SHPS Health Management the "Grantors"), were parties to that certain Guarantee and Collateral Agreement, dated as of February 5, 2003 (as amended, restated, supplemented, or otherwise modified from time to time, the "Security Agreement"; capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed thereto in the Security Agreement), pursuant to which Grantors granted a security interest to the Collateral Agent, for the benefit of the Secured Parties, in the Released Patents and Trademarks (as defined below), as security for the Obligations owing by the Grantors to the Secured Parties;

WHEREAS, the Security Agreement was recorded by the United States Patent and Trademark Office, Patent Division, on February 19, 2003 at Reel 013751, Frame 0160;

WHEREAS, the Security Agreement was recorded by the United States Patent and Trademark Office, Trademark Division, on (i) February 19, 2003 at Reel 002672, Frame 0530, (ii) June 1, 2004, at Reel 002978 and Frame 0631, (iii) June 1, 2004, at Reel 002863 and Frame 0195 and (iv) June 1, 2004, at Reel 002978 and Frame 0605; and

WHEREAS, the Obligations have now been satisfied and the Grantors have requested that the Collateral Agent release its security interest in the Released Patents and Trademarks and reassign the same to the Grantors.

NOW THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged:

1. The Collateral Agent hereby terminates and releases its security interest in all of the Grantors' right, title and interest in and to all of the following (collectively, the "Released Patents and Trademarks"):

(a) all letters patent of the United States or any other country, all registrations and recording thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, 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, 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 attached hereto (the "Trademarks");

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

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

2. The Collateral Agent hereby reassigns to the Grantors, without any representation, warranty, recourse or undertaking by Collateral Agent, all of the Collateral Agent's right, title and interest in and to the Released Patents and Trademarks.


3. The Collateral Agent agrees to execute, acknowledge, procure and deliver any further appropriate documents as may be reasonably requested by the Grantors to evidence the Release, in each case at the Grantors' expense without recourse to or representation or warranty by the Collateral Agent.

4. Any release, termination or reassignment pursuant to the terms of this Release, and the execution and delivery of the Release are made without recourse to or representation or warranty by the Collateral Agent.

[Remainder of page intentionally left blank; signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Second Lien Patent and Trademark Release of Security Interest to be duly executed by its duly authorized officer as of the day and year first above written.

**JPMORGAN CHASE BANK, N.A., as**

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

**Schedule 1 to**  
**Patent and Trademark Release**  
**of Security Interest**

**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
BABYWISE	2012144	10/29/96	SHPS Health Management Solutions, Inc.	Registered
LIVINGWISE	2023281	12/17/96	SHPS Health Management Solutions, Inc.	Registered
CAREWISE	1574030	12/26/89	SHPS Health Management Solutions, Inc.	Registered
CAREWISE LOGO	2805695	1/13/04	SHPS Health Management Solutions, Inc.	Registered

Patent and Trademark Release of Security Interest

**TRADEMARK**  
**REEL: 003997 FRAME: 0574**

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
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
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
LANDACORP	2193444	10/6/98	Landacorp, Inc.	Registered
MANAGING FOR TOMORROW	2372279	8/1/00	Landacorp, Inc.	Not in Use/Will be allowed to lapse
MAXMC	2687735	2/18/03	Landacorp, Inc.	Registered
MAXSYS	2548779	3/19/02	Landacorp, Inc.	Registered
NETCARE	2657486	12/10/02	Landacorp, Inc.	Registered
HEALTHVIEWS	2940284	4/12/05	Landacorp, Inc.	Registered
SHPS	2388299	9/19/00	SHPS, Inc.	Registered
SHPS	2451339	5/15/01	SHPS, Inc.	Registered

Mark	Registration Number	Registration Date	Owner	Status
SHPS and Design	2517784	12/11/01	SHPS, Inc.	Registered

Patent and Trademark Release of Security Interest

**RECORDED: 06/02/2009**

**TRADEMARK**  
**REEL: 003997 FRAME: 0576**