

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																							
NATURE OF CONVEYANCE:	SECURITY INTEREST																							
CONVEYING PARTY DATA																								
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CORRESPONDENCE DATA																								
<p>Fax Number: (312)862-2200</p> <p><i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i></p> <p>Phone: 312-862-6371</p> <p>Email: renee.prescan@kirkland.com</p> <p>Correspondent Name: Renee Prescan</p>																								

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TRADEMARK
REEL: 004016 FRAME: 0979

Address Line 1: 300 North LaSalle Street
Address Line 2: Kirkland & Ellis LLP
Address Line 4: Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	20098-193 RMP
NAME OF SUBMITTER:	Renee M. Prescan
Signature:	/Renee M. Prescan/
Date:	07/06/2009

Total Attachments: 8

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SECURITY INTEREST IN INTELLECTUAL PROPERTY

THIS SECURITY INTEREST IN INTELLECTUAL PROPERTY ("IP Security Interest"), dated as of July 2, 2009, is made by and among (i) HIGHWAY TO HEALTH, INC., D/B/A HTH WORLDWIDE, a Delaware corporation (the "Issuer"); (ii) WORLDWIDE INSURANCE SERVICES, INC., a Virginia corporation ("Worldwide"); (iii) each other Subsidiary of the Issuer that may from time to time become a party hereto (together with the Issuer and Worldwide, the "Grantors" and each a "Grantor"); and (iv) REGIONS BANK, an Alabama corporation, as collateral agent for the Purchasers (in such capacity, together with its successors in such capacity, the "Collateral Agent"), pursuant to the Security Agreement (defined below).

WHEREAS, pursuant to that certain Note Purchase Agreement dated as of July 2, 2009 by and among the Issuer, Worldwide, Blue Cross and Blue Shield of Nebraska ("Nebraska"), Blue Cross and Blue Shield of South Carolina ("South Carolina"), Premera Blue Cross ("Premera"), and the other parties thereto from time to time as a purchaser (together with Nebraska, South Carolina and Premera, each a "Purchaser" and collectively, the "Purchasers") and the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Note Purchase Agreement") the Purchasers have agreed to purchase the Notes from the Issuer;

WHEREAS, in connection with the Note Purchase Agreement, the Grantors executed and delivered to the Collateral Agent a Security Agreement dated July 2, 2009 (together with all amendments and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement"), pursuant to which the Grantors granted a security interest in the Intellectual Property Collateral to the Collateral Agent;

WHEREAS, as a condition precedent to the purchase of the Notes under the Note Purchase Agreement, and in conjunction with the Security Agreement, Grantors are obligated to execute and deliver this IP Security Interest; and

WHEREAS, Grantors have duly authorized the execution, delivery and performance of this IP Security Interest.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Grantors agree as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this IP Security Interest, including its preamble and recitals, have the meanings provided or provided by reference in the Security Agreement or the Note Purchase Agreement (collectively, the "Finance Documents").

Section 2. Grant of Security Interest. As security for the full and timely payment, observance and performance of the obligations pursuant to the Finance Documents, Grantors hereby grant to Collateral Agent a continuing security interest in and a right of setoff

against, all of Grantors' right, title and interest in, to and under the Intellectual Property, including, without limitation: (i) the trademark applications and trademark registrations listed on Schedule A attached hereto; (ii) the patents and patent applications listed on Schedule B attached hereto, and (iii) the copyrights and copyright applications listed on Schedule C attached hereto.

Section 3. Purpose. This IP Security Interest has been executed and delivered by Grantors for the purpose of recording at the United States Patent and Trademark Office and at the United States Copyright Office the security interest granted in the Finance Documents. The security interest granted hereby has been granted, pursuant to the Security Agreement, as a supplement and ancillary to, and not in limitation of, the security interest granted to Collateral Agent under the Security Agreement with respect to the Intellectual Property Collateral. The Security Agreement (and all rights and remedies of Collateral Agent thereunder) shall remain in full force and effect in accordance with its respective terms. In the event of any conflict between this IP Security Interest and the Finance Documents, the Finance Documents shall prevail.

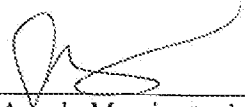
Section 4. Acknowledgment. Grantors hereby further acknowledge and affirm that the rights and remedies of Collateral Agent with respect to the security interest granted hereby are more fully set forth in the Finance Documents, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

Section 5. Counterparts. This Security Interest In Intellectual Property may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have executed this IP Security Interest as of the date first above written.

GRANTORS:

HIGHWAY TO HEALTH, INC., D/B/A HTH
WORLDWIDE, a Delaware corporation

By: 
Name: Angelo Masciantonio
Title: Chief Executive Officer

[Signature Page to IP Security Interest]

WORLDWIDE INSURANCE SERVICES,
INC., a Virginia corporation

By: 

Name: Angelo Masciantonio

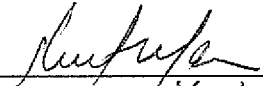
Title: Chairman

[Signature Page to IF Security Interest]

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COLLATERAL AGENT:

REGIONS BANK, as Collateral Agent

By: 
Name: Kurt Marson
Title: SVP

[Signature Page to IP Security Interest]

SCHEDULE A
TRADEMARKS

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Grantor
HEALTH CARE ELITE & DESIGN 	U.S.	73/735698 6/21/1988	1532334 3/28/1989	Worldwide Insurance Services, Inc.
HEALTHCAREPLUS	U.S.	77/309488 10/22/2007	3435805 5/27/2008	Worldwide Insurance Services, Inc.
HIGHWAY TO HEALTH	U.S.	75/605847 12/15/1998	2689609 2/25/2003	Highway to Health, Inc.
MPASSPORT	Community Trademark	7556211 1/28/2009		Highway to Health, Inc.
MPASSPORT	U.S.	77/536740 8/1/2008		Highway to Health, Inc.
TRAVELGAP	U.S.	75/443725 3/3/1998	2301042 12/14/1999	Highway to Health, Inc.
TXT5	U.S.	77/536741 8/1/2008		Highway to Health, Inc.

SCHEDULE B

PATENTS

Title	Country	Applic. No./ Filing Date	Pub. No./ Pub. Date	Patent No./ Issue Date	Owner
System and method for locating providers over the internet on short notice	U.S.	11/599252 11/15/2006	2007067391 3/22/2007		Highway to Health, Inc.
System and method for locating providers over the internet on short notice	U.S.	09/703612 11/2/2000		7260603 8/21/2007	Highway to Health, Inc.
System and method for locating providers over the internet on short notice	Australia	14540/01 11/2/2000		781767 6/9/2005	Highway to Health, Inc.
System and method for locating providers over the internet on short notice	Canada	2388638 11/2/2000			Highway to Health, Inc.
System and method for locating providers over the internet on short notice	European Patent	00976817 11/2/2000	1228620 8/7/2002		Highway to Health, Inc.

SCHEDULE C

COPYRIGHTS

None