

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

First Amendment to Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Physician Direct, L.L.C.		12/23/2009	LIMITED LIABILITY COMPANY: OKLAHOMA
Healthsmart Information Systems, Inc.	FORMERLY Care Vu Corporation	12/23/2009	CORPORATION: TEXAS
Interplan Health Group, Inc.		12/23/2009	CORPORATION: DELAWARE
Accountable Health Plans of America, Inc.		12/23/2009	CORPORATION: TEXAS
The Chandler Group of Companies, Inc.		12/23/2009	CORPORATION: OHIO
Healthsmart RX, Inc.	FORMERLY AmeriScript, Inc.	12/23/2009	CORPORATION: OHIO
Preferred Plan Inc.		12/23/2009	CORPORATION: ILLINOIS
The Emerald Health Network, Inc.		12/23/2009	CORPORATION: DELAWARE
Healthsmart Preferred Care II, L.P.		12/23/2009	LIMITED PARTNERSHIP: TEXAS
Interplan Corporation		12/23/2009	CORPORATION: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Silver Point Finance, LLC
Street Address:	Two Greenwich Plaza
Internal Address:	1st Floor
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3290311	PHYSICIAN DIRECT

900150732

TRADEMARK
REEL: 004120 FRAME: 0299

OP \$40.00 3290311

CORRESPONDENCE DATA

Fax Number: (303)894-9239

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

Phone: 214-758-1500

Email: docketingtrademarks@pattonboggs.com

Correspondent Name: Patton Boggs LLP

Address Line 1: 2001 Ross Avenue

Address Line 2: Suite 3000

Address Line 4: Dallas, TEXAS 75021

ATTORNEY DOCKET NUMBER:

024962.0107

NAME OF SUBMITTER:

Theresa Cope

Signature:

/Theresa Cope/

Date:

12/24/2009

Total Attachments: 6

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FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this “**Amendment**”) is made and entered into as of the 23rd day of December, 2009, by and among each of the undersigned grantors (each, a “**Grantor**”) and SILVER POINT FINANCE, LLC, as collateral agent for the Secured Parties (in such capacity, “**Agent**”).

WHEREAS, Grantors and Agent entered into that certain Trademark Security Agreement, dated as of September 21, 2007 (as the same may be amended, modified or supplemented from time to time, the “**Trademark Security Agreement**”); and

WHEREAS, the parties have elected to amend the Trademark Security Agreement to update Schedule I thereto and, subject to the terms and conditions set forth herein, Agent is prepared to make such amendment;

NOW, THEREFORE, in consideration of the premises herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Defined Terms. All capitalized terms used but not otherwise defined in this Amendment shall have the meaning ascribed to them in the Trademark Security Agreement.

2. Amendment to Trademark Security Agreement.

2.1 Schedule I to the Trademark Security Agreement is hereby modified by supplementing such Schedule I with the additional trademark information set forth on Annex A hereto.

3. Effectiveness of Amendment. This Amendment shall become effective upon receipt by Agent of an executed copy of this Amendment.

4. Ratifications, Grantor Representations and Warranties.

4.1 The terms and provisions set forth in this Amendment shall modify and supersede all inconsistent terms and provisions set forth in the Trademark Security Agreement and, except as expressly modified and superseded by this Amendment, the terms and provisions of the Trademark Security Agreement are ratified and confirmed and shall continue in full force and effect. Grantors and Agent agree that the Trademark Security Agreement, as amended hereby, shall continue to be legal, valid, binding and enforceable in accordance with its terms.

4.2 Each Grantor represents and warrants that the execution, delivery and performance of this Amendment are within such Grantor’s powers and have been duly authorized by all necessary action of such Grantor.

5. Benefits. This Amendment shall be binding upon and inure to the benefit of Agent and Grantors and their respective successors and assigns; provided, however, that no

Grantor may, without the prior written consent of Agent, assign any rights, powers, duties or obligations under this Amendment, the Trademark Security Agreement or any of the other Credit Documents.

6. Construction. **THIS AMENDMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICT OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATION LAWS).**

7. Invalid Provisions. If any provision of this Amendment is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and the remaining provisions of this Amendment shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance.

8. Entire Agreement. The Trademark Security Agreement, as amended by this Amendment, contains the entire agreement among the parties regarding the subject matter hereof and supersedes all prior written and oral agreements and understandings among the parties hereto regarding same.

9. Reference to Trademark Security Agreement. The Trademark Security Agreement and any and all other agreements, documents or instruments now or hereafter executed and delivered pursuant to the terms hereof or pursuant to the terms of the Trademark Security Agreement, as amended hereby, are hereby amended so that any reference in the Trademark Security Agreement to the Trademark Security Agreement shall mean a reference to such Trademark Security Agreement as amended hereby.

10. Counterparts. This Amendment may be separately executed in any number of counterparts (including by facsimile or other electronic transmission), each of which shall be an original, but all of which, taken together, shall be deemed to constitute one and the same agreement.


[signature pages follow]

IN WITNESS WHEREOF, Agent and each Grantor have caused this Amendment to be duly executed by their respective authorized officers as of the day and year first above written.


PHYSICIAN DIRECT, L.L.C.,
an Oklahoma limited liability company

By: _ HealthSmart Preferred Care II, LP, a Texas
limited partnership and its sole member

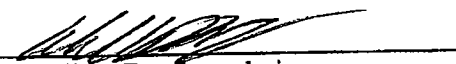
By: Parker GP, LLC, a Texas limited
liability company and its general partner

By: 
Name: William Demberecky
Title: Executive Vice President

HEALTHSMART INFORMATION SYSTEMS, INC.,
a Texas corporation (f/k/a CARE VU CORPORATION);
INTERPLAN HEALTH GROUP, INC.,
a Delaware corporation;
INTERPLAN CORPORATION,
a Massachusetts corporation;
ACCOUNTABLE HEALTH PLANS OF AMERICA, INC.,
a Texas corporation; and
THE CHANDLER GROUP OF COMPANIES, INC.,
an Ohio corporation

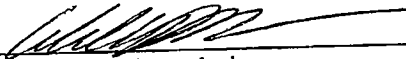
By: 
Name: William Demberecky
Title: Executive Vice President

HEALTHSMART RX, INC.,
an Ohio corporation (f/k/a AmeriScript, Inc.);
PREFERRED PLAN INC.,
an Illinois corporation; and
THE EMERALD HEALTH NETWORK, INC.,
a Delaware corporation

By: 
Name: William Demberecky
Title: Executive Vice President

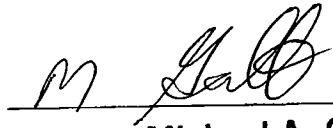
HEALTHSMART PREFERRED CARE II, L.P.,
a Texas limited partnership

By: Parker GP, LLC
Its: General Partner

By: 
Name: William Demberecky
Title: Executive Vice President

SILVER POINT FINANCE, LLC,
as Agent

By:





Name:

Michael A. Gatto
Authorized Signatory

Title:

Annex A

Trademark	Owner	Status in Trademark Office	Federal Registration Number	Registration Date
Physician Direct	Physician Direct, LLC	Live	3290311	September 11, 2007