

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Goldman Sachs Credit Partners L.P., as Collateral Agent		02/11/2010	LIMITED PARTNERSHIP: BERMUDA

RECEIVING PARTY DATA

Name:	Healthspring, Inc.
Street Address:	9009 Carothers Parkway
Internal Address:	Building B, Suite 501
City:	Franklin
State/Country:	TENNESSEE
Postal Code:	37067
Entity Type:	CORPORATION: DELAWARE

Name:	Newquest, LLC
Street Address:	9009 Carothers Parkway
Internal Address:	Building B, Suite 501
City:	Franklin
State/Country:	TENNESSEE
Postal Code:	37067
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS

Name:	Signature Health Alliance, Inc.
Also Known As:	AKA HealthSpring USA, LLC
Street Address:	44 Vantage Way
Internal Address:	Suite 300
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37228
Entity Type:	CORPORATION: TENNESSEE

PROPERTY NUMBERS Total: 3

900154871

**TRADEMARK
 REEL: 004150 FRAME: 0361**

OP \$90.00 2772756

Property Type	Number	Word Mark
Registration Number:	2772756	COMMUNITY PPO OF MIDDLE TENNESSEE
Registration Number:	2721573	HEALTHSPRING
Registration Number:	2724418	HEALTHSPRING CARES

CORRESPONDENCE DATA

Fax Number: (919)416-8328
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 9192868041
Email: pto_tmconfirmation@mvalaw.com
Correspondent Name: Moore & Van Allen PLLC
Address Line 1: 430 Davis Drive
Address Line 2: Suite 500
Address Line 4: Morrisville, NORTH CAROLINA 27560

ATTORNEY DOCKET NUMBER:	017625-4553 EAR
NAME OF SUBMITTER:	Ellen A. Rubel
Signature:	/Ellen A. Rubel/
Date:	02/16/2010

Total Attachments: 4
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RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS ("Release") dated as of February 11, 2010, by GOLDMAN SACHS CREDIT PARTNERS L.P., as Collateral Agent ("Assignor"), in favor of HEALTHSPRING, INC., a Delaware Corporation, located at 9009 Carothers Parkway, Building B, Suite 501, Franklin, Tennessee 37067, NEWQUEST, LLC, a Texas Limited Liability Company, located at 9009 Carothers Parkway, Building B, Suite 501, Franklin, Tennessee 37067, and SIGNATURE HEALTH ALLIANCE, INC., a Tennessee Corporation (now known as HealthSpring USA, LLC, a Tennessee Limited Liability Company), located at 44 Vantage Way, Suite 300, Nashville, Tennessee 37228 (individually, "Assignee," and collectively, "Assignees").

Unless otherwise defined herein, terms defined in the Pledge and Security Agreement (defined below) or the Trademark Security Agreement (defined below) and used herein have the meaning given to them in the Pledge and Security Agreement or Trademark Security Agreement, as applicable.

WHEREAS, Assignees are party to a Pledge and Security Agreement dated as of October 1, 2007 (the "**Pledge and Security Agreement**") between each of the Assignees and the other assignees party thereto and the Assignor pursuant to which the Assignees were required to execute and deliver a Trademark Security Agreement;

WHEREAS, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, and to evidence the security interest granted by Assignees pursuant to the Pledge and Security Agreement, Assignor and Assignees entered into that certain Trademark Security Agreement, further dated as of October 1, 2007 (as amended, restated or otherwise modified the "**Trademark Security Agreement**");

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 18, 2007, at Reel 3641/Frame 0898;

WHEREAS, pursuant to the Pledge and Security Agreement and the Trademark Security Agreement, each Assignee pledged and granted to Assignor for the benefit of the Secured Party, as security for the payment of the Secured Obligations (as such term is defined in the Pledge and Security Agreement), a security interest in all of such Assignee's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired ("collectively the "**Trademark Collateral**"):

(a) all United States registered Trademarks set forth on Schedule I annexed hereto, as the same may have been amended from time to time; and all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and

applications for any of the foregoing, including, but not limited to: (i) the registrations and applications referred to on Schedule I hereto (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income payments, claims, damages and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Trademark Licenses").

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

Assignor hereby releases and discharges its security interest in each Assignee's right, title and interest in and to the U.S. Trademark Collateral, including but not limited to the Trademarks listed on Schedule I hereto, and reassigns and transfers any and all interest that Assignor may have in the U.S. Trademark Collateral to Assignee.

Assignor hereby authorizes each Assignee or each Assignee's authorized representative to (i) file this Release with the United States Patent and Trademark Office, (ii) file Form UCC-3 Termination Statements or such other forms as may be necessary or appropriate to implement the Order and the Plan to memorialize the release of any security interest of Assignor in the U.S. Trademark Collateral, and/or (iii) otherwise file this Release in the applicable governmental office or agency.

Assignor further agrees to execute and deliver to Assignees any and all further documents and instruments, and do any and all further acts which Assignees (or their agents or designees) reasonably request (at Assignees sole cost and expense) in order to confirm this Release and each Assignee's right, title, and interest in or to the U.S. Trademark Collateral.

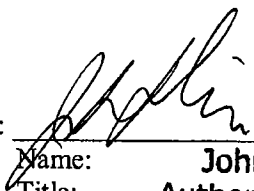
THIS RELEASE AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO ITS CONFLICT OF LAW PROVISIONS (OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor has caused this RELEASE OF SECURITY INTEREST IN TRADEMARKS to be executed and delivered by its duly authorized officer as of the date first set forth above.

ASSIGNOR:

GOLDMAN SACHS CREDIT PARTNERS
L.P., as Collateral Agent

By: 
Name: John Darmanin
Title: **Authorized Signatory**

[Signature Page-Release of Security Interest in Trademarks]

TRADEMARK
REEL: 004150 FRAME: 0365

**SCHEDULE I TO
RELEASE OF SECURITY INTEREST IN TRADEMARKS**

Trademark Registrations:

OWNER	REGISTRATION NUMBER	COUNTRY / STATE	TRADEMARK
Signature Health Alliance, Inc.	2,772,756	U.S.	COMMUNITY PPO OF MIDDLE TENNESSEE
NewQuest, LLC	2,721,573	U.S.	HEALTHSPRING
NewQuest, LLC	2,724,418	U.S.	HEALTHSPRING CARES
Signature Health Alliance		Tennessee	SIGNATURE HEALTH ALLIANCE