

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Gemgroup, Inc.		06/30/2010	CORPORATION: PENNSYLVANIA

**RECEIVING PARTY DATA**

Name:	SunTrust Bank
Street Address:	303 Peachtree Street
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	CORPORATION: GEORGIA

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	2513915	DIAMOND-TRUST
Registration Number:	2560948	EMERALD-TRAC
Registration Number:	2511552	G
Registration Number:	2511553	GEMGROUP
Registration Number:	2521638	RUBY-PLUS
Registration Number:	2385991	SELECT DDS
Registration Number:	2459158	TOPAZ-DIRECT

**CORRESPONDENCE DATA**

Fax Number: (404)881-7777  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 404-881-7000  
 Email: barbara.yates@alston.com  
 Correspondent Name: Laura Kees, Esq.  
 Address Line 1: 1201 W. Peachtree Street  
 Address Line 2: c/o Alston & Bird LLP

OP \$190.00 2513915

Address Line 4: Atlanta, GEORGIA 30309-3424

ATTORNEY DOCKET NUMBER:	362747
NAME OF SUBMITTER:	Laura Kees
Signature:	/Laura Kees/
Date:	07/02/2010

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 30, 2010, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of SunTrust Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and the Issuing Bank (as defined in the Credit Agreement referred to below).

### WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of September 30, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among HPH Holdings Corp. ("Holdings"), HPH Acquisition Corp., ("Acquisition"), HealthPlan Holdings, Inc. (as successor-in-interest to Acquisition, the "Borrower"), the other Grantors, the Lenders and the Issuing Bank from time to time party thereto, Administrative Agent, and the other Persons party thereto from time to time, the Lenders and the Issuing Bank have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor (other than the Borrower) has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of the Administrative Agent (the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of the Borrower; and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the Issuing Bank and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the Issuing Bank to make their respective extensions of credit to the Borrower thereunder, each Grantor hereby agrees with the Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to the Administrative Agent for the benefit of the Secured Parties, and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all IP Licenses providing for the grant by or to such Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;

- (b) all renewals and extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and
- (d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

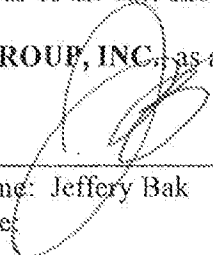
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GEMGROUP, INC., as a Grantor

By:   
Name: Jeffery Bak  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

SUNTRUST BANK,  
as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

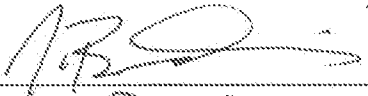
IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GEMGROUP, INC., as a Grantor

By: \_\_\_\_\_  
Name:  
Title:

ACCEPTED AND AGREED  
as of the date first above written:

SUNTRUST BANK,  
as Administrative Agent

By:   
Name: J. Ben Cummins  
Title: Vice President



**Schedule I**  
**to**  
**Trademark Security Agreement**

**Trademark Registrations**

REGISTERED TRADEMARKS

<b>Service Mark</b>	<b>Application No.</b>	<b>Filing Date</b>	<b>Registration No.</b>	<b>Registration Date</b>
DIAMOND-TRUST	75/782,268	8/23/1999	2,513,915	12/4/2001
EMERALD-TRAC	75/781,938	8/23/1999	2,560,948	4/16/2002
G (& Design)	75/781,937	8/23/1999	2,511,552	11/27/2001
GEMGROUP	75/781,958	8/23/1999	2,511,553	11/27/2001
RUBY-PLUS	75/782,269	8/23/1999	2,521,638	12/25/2001
SELECT DDS	75/372,064	10/14/1997	2,385,991	9/12/2000
TOPAZ-DIRECT	75/782,008	8/23/1999	2,459,158	6/12/2001