

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT												
NATURE OF CONVEYANCE:	SECURITY INTEREST												
<b>CONVEYING PARTY DATA</b>													
<table border="1"> <thead> <tr> <th>Name</th> <th>Formerly</th> <th>Execution Date</th> <th>Entity Type</th> </tr> </thead> <tbody> <tr> <td>WellComp Managed Care Services, Inc.</td> <td></td> <td>12/28/2010</td> <td>CORPORATION: CALIFORNIA</td> </tr> <tr> <td>Fox Hill Holdings, Inc.</td> <td></td> <td>12/28/2010</td> <td>CORPORATION: DELAWARE</td> </tr> </tbody> </table>	Name	Formerly	Execution Date	Entity Type	WellComp Managed Care Services, Inc.		12/28/2010	CORPORATION: CALIFORNIA	Fox Hill Holdings, Inc.		12/28/2010	CORPORATION: DELAWARE	
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WellComp Managed Care Services, Inc.		12/28/2010	CORPORATION: CALIFORNIA										
Fox Hill Holdings, Inc.		12/28/2010	CORPORATION: DELAWARE										
<b>RECEIVING PARTY DATA</b>													
Name:	General Electric Capital Corporation												
Street Address:	500 Monroe Street												
City:	Chicago												
State/Country:	ILLINOIS												
Postal Code:	60661												
Entity Type:	CORPORATION: DELAWARE												
<b>PROPERTY NUMBERS Total: 2</b>													
<table border="1"> <thead> <tr> <th>Property Type</th> <th>Number</th> <th>Word Mark</th> </tr> </thead> <tbody> <tr> <td>Registration Number:</td> <td>3146645</td> <td>WELLCOMP</td> </tr> <tr> <td>Registration Number:</td> <td>3368194</td> <td>YORK</td> </tr> </tbody> </table>	Property Type	Number	Word Mark	Registration Number:	3146645	WELLCOMP	Registration Number:	3368194	YORK				
Property Type	Number	Word Mark											
Registration Number:	3146645	WELLCOMP											
Registration Number:	3368194	YORK											
<b>CORRESPONDENCE DATA</b>													
Fax Number:	(404)572-5134												
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>													
Email:	jhannon@kslaw.com												
Correspondent Name:	James M. Hannon												
Address Line 1:	1180 Peachtree Street												
Address Line 2:	King & Spalding LLP												
Address Line 4:	Atlanta, GEORGIA 30309												
ATTORNEY DOCKET NUMBER:	15009.009019												
NAME OF SUBMITTER:	James M. Hannon												
Signature:	/James M. Hannon/												

OP \$65.00 3146645

**900179863**

**TRADEMARK**  
**REEL: 004441 FRAME: 0678**

Date:

12/28/2010

**Total Attachments: 5**

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 28, 2010, is made by each of the entities listed on the signature pages hereof (each a “Grantor” and, collectively, the “Grantors”), in favor of General Electric Capital Corporation (“GE Capital”), as administrative agent (in such capacity, together with its successors and permitted assigns, the “Administrative Agent”) for the Lenders and the L/C Issuers (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of December 28, 2010 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, Holdings, the other Loan Parties, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers and as Revolver Agent for the Revolving Credit Lenders and the L/C Issuers, the Lenders and the L/C Issuers 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 L/C Issuers and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers 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, 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.

Notwithstanding the foregoing, there shall be no Lien on or security interest granted or pledged by any Grantor in any Trademark application that is filed on an "intent-to-use" basis until such time as a statement of use has been filed with and duly accepted by the United States Patent and Trademark Office.

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. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guaranty and Security Agreement, the provisions of the Guaranty and Security Agreement shall control.

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 subject to a security interest hereunder.

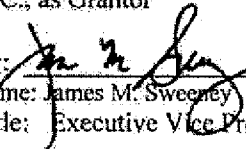
Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature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

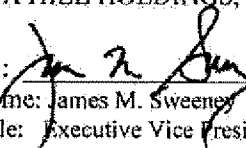
[SIGNATURE PAGES FOLLOW]

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.

WELLCOMP MANAGED CARE SERVICES,  
INC., as Grantor

By:   
Name: James M. Sweeney  
Title: Executive Vice President

FOX HILL HOLDINGS, INC., as Grantor

By:   
Name: James M. Sweeney  
Title: Executive Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND AGREED  
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION  
as Administrative Agent

By: Andrew Crain  
Name: Andrew Crain  
Title: Its Duly Authorized Signatory


[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK  
REEL: 004441 FRAME: 0683

SCHEDULE I  
TO  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. U.S. REGISTERED TRADEMARKS

<u>Owner</u>	<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
Wellcomp Managed Care Services, Inc.	WELLCOMP	September 19, 2006	3,146,645
Fox Hill Holdings, Inc.		January 15, 2008	3,368,194

2. U.S. TRADEMARK APPLICATIONS

None