

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Interest Recorded at Reel 3806, Frame 0690

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		12/28/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	WellComp Managed Care Services, Inc. (successor-in-interest to Medical Audit & Management, Inc.)
<b>Street Address:</b>	1889 N. Rice Avenue
<b>City:</b>	Oxnard
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	93036
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

<b>Name:</b>	Fox Hill Holdings, Inc. (f/k/a York Insurance Services Group, Inc.)
<b>Street Address:</b>	99 Cherry Hill Road
<b>City:</b>	Parsippany
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07054
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	3146645	WELLCOMP
Registration Number:	3368194	YORK

**CORRESPONDENCE DATA**

Fax Number: (404)572-5134  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Email: jhannon@kslaw.com  
 Correspondent Name: James M. Hannon

**900179867**

**TRADEMARK  
 REEL: 004441 FRAME: 0689**

**OP \$65.00 3146645**

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/
Date:	12/28/2010

**Total Attachments: 4**

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**TERMINATION AND RELEASE  
OF SECURITY INTEREST IN TRADEMARKS**

THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS dated as of December 28, 2010, from General Electric Capital Corporation, a Delaware corporation, in its capacity as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and L/C Issuers (as defined in the Credit Agreement, dated as of June 27, 2008 (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement")) in favor of WellComp Managed Care Services, Inc., successor-in-interest to Medical Audit & Management, Inc., a California corporation located at 1889 North Rice Avenue, Oxnard, California 93036 and Fox Hill Holdings, Inc. (f/k/a York Insurance Services Group, Inc.), a Delaware corporation located at 99 Cherry Hill Road, Parsippany, New Jersey 07054 (each a "Grantor" and, collectively, the "Grantors").

WITNESSETH:

WHEREAS, pursuant to the Guaranty Security Agreement dated as of June 27, 2008 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") and the Trademark Security Agreement dated as of June 27, 2008, in favor of Agent (the "Trademark Security Agreement"), a continuing first priority security interest (the "Security Interest") was granted by Grantors to Agent in all of each Grantor's right, title and interest in, to and under the Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded with the Assignment Division of the United States Patent and Trademark Office ("USPTO") on Reel 3806, Frame 0690 on June 30, 2008; and

WHEREAS, Agent now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Trademark Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, Agent hereby states as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement and the Trademark Security Agreement.

2. Release of Security Interest. Agent hereby terminates, releases, and discharges its Security Interest in the Trademark Collateral, including, without limitation, the Trademarks listed in Exhibit I attached hereto. Any and all right, title, or interest of Agent in such Trademark Collateral and all proceeds thereof, including without limitation, the goodwill of the business connected with the use of, and symbolized by, the Trademark Collateral and any and all causes

of action which may exist by reason of infringement of the Trademark Collateral, shall hereby cease and become void.

3. Further Assurances. Agent hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably requested by the Grantors to effect the release of the Security Interest in the Trademark Collateral contemplated hereby.

*[Signature page follows]*

IN WITNESS WHEREOF, the undersigned has executed this TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS by its duly authorized officer as of the date first above written.

GENERAL ELECTRIC CAPITAL  
CORPORATION,  
as Agent


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

[SIGNATURE PAGE TO TERMINATION AND RELEASE OF SECURITY INTEREST IN TRADEMARKS]

TRADEMARK  
REEL: 004441 FRAME: 0693

EXHIBIT I  
TO THE TERMINATION AND RELEASE  
OF SECURITY INTEREST IN TRADEMARKS

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

3. REGISTERED STATE TRADEMARKS

<u>Owner</u>	<u>Mark</u>	<u>Registration Date</u>	<u>State of Registration</u>	<u>Registration No.</u>
Wellcomp Managed Care Services, Inc.	WELLCOMP	April 12, 2005	California	60511

4. IP LICENSES

None