

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
The Wellcare Management Group, Inc.		08/01/2011	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	10 SOUTH DEARBORN
City:	CHICAGO
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	NATIONAL BANKING ASSOCIATION: UNITED STATES

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	3582598	GET MORE FROM YOUR MEDICARE
Registration Number:	3707331	HARMONY
Registration Number:	3700692	HARMONY HEALTH PLAN
Registration Number:	3574594	HE HEALTHEASE
Registration Number:	3574593	HEALTHEASE
Registration Number:	3824922	HEALTHSTUFF
Registration Number:	3837918	
Registration Number:	3818947	OHANA HEALTH PLAN, INC.
Registration Number:	3479138	THE COMMON SENSE APPROACH TO MEDICARE
Registration Number:	3999248	THE MEDICARE YOU DESERVE
Registration Number:	3932593	WELCOME ROOM
Registration Number:	1343516	WELLCARE
Registration Number:	3601374	WELLCARE
Registration Number:	1443611	WELLCARE

TRADEMARK

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Registration Number:	3629737	WELLCARE
Registration Number:	3571193	WELLCARE CLASSIC
Registration Number:	3801027	WELLCARE EXTRAS
Registration Number:	3629846	WELLCARE SIGNATURE
Registration Number:	3868968	YOUR PARTNER FOR BETTER HEALTH

CORRESPONDENCE DATA

Fax Number: (214)981-3400
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 214-981-3483
Email: dclark@sidley.com
Correspondent Name: Dusan Clark, Esq.
Address Line 1: Sidley Austin LLP
Address Line 2: 717 N. Harwood St., Suite 3400
Address Line 4: Dallas, TEXAS 75201

ATTORNEY DOCKET NUMBER:	36084-37020
NAME OF SUBMITTER:	Dusan Clark
Signature:	/Dusan Clark/
Date:	08/02/2011

Total Attachments: 6
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**CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

THIS CONFIRMATORY GRANT OF SECURITY INTEREST IN UNITED STATES TRADEMARKS (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Confirmatory Grant") is made effective as of August 1, 2011 by and from THE WELLCARE MANAGEMENT GROUP, INC., a New York corporation ("Grantor") to and in favor of JPMORGAN CHASE BANK, N.A., for itself and as Administrative Agent for the Secured Parties (as defined in the Credit Agreement referenced below) (in such capacities, "Grantee").

WHEREAS, WellCare Health Plans, Inc. ("Parent"), Grantor, the Lenders and Grantee have entered into a Credit Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, Parent and certain other Subsidiaries of Parent have guaranteed the repayment of the Secured Obligations pursuant to the Credit Agreement.

WHEREAS, Parent, Grantor and certain other Subsidiaries of Parent have entered into a Pledge and Security Agreement dated as of the date hereof (as may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement").

WHEREAS, Grantor owns the Trademarks listed on Exhibit A attached hereto (the "Trademarks"), which Trademarks are pending or registered with the United States Patent and Trademark Office.

WHEREAS, this Confirmatory Grant has been granted in conjunction with the security interest granted under the Security Agreement to Grantee for the benefit of the Secured Parties. The rights and remedies of Grantee with respect to the security interest granted herein are without prejudice to and are in addition to those set forth in the Security Agreement and the other Loan Documents, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Confirmatory Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1) Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Credit Agreement.

2) The Security Interest.

(a) This Confirmatory Grant is made to secure the satisfactory performance and payment of (i) all the Secured Obligations and (ii) all of the obligations and liabilities of the Guarantors under the Credit Agreement. Upon the payment in full of all Secured Obligations (other than Unliquidated Obligations), Grantee shall promptly, upon such satisfaction, execute, acknowledge, and deliver to Parent all reasonably requested instruments in writing releasing the security interest in the Trademarks acquired under the Security Agreement and this Confirmatory Grant.

(b) Grantor hereby grants to Grantee a security interest in (1) all of Grantor's right, title and interest in and to the Trademarks set forth on Exhibit A now owned or from time to time after the date hereof owned or acquired by Grantor, together with (2) all proceeds of such Trademarks, (3) the

goodwill associated with such Trademarks and (4) all causes of action arising prior to or after the date hereof for infringement of such Trademarks or unfair competition regarding the same.

3) Counterparts. This Confirmatory Grant 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.

4) Governing Law. This Confirmatory Grant 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.

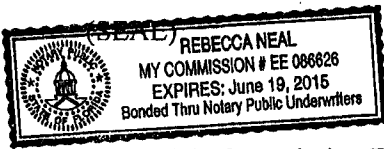
IN WITNESS WHEREOF, Grantor has executed this Confirmatory Grant effective as of the date first written above.

THE WELLCARE MANAGEMENT GROUP, INC.

By: Thomas L. Tran
Name: Thomas L. Tran
Title: Treasurer and Chief Financial Officer

STATE OF Florida)
Hillsborough COUNTY)

On 7.28, 2011, before me, Rebecca Neal, Notary Public, personally appeared Thomas L. Tran personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument, the person, or the entity upon behalf of which the person acted, executed the instrument.



Rebecca Neal
Notary Public, State of Florida

My Commission Expires: 6.19.15

Signature Page for
Grant of Security Interest in United States Trademarks

TRADEMARK
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CONFIRMATORY GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS
Exhibit A - SCHEDULE OF TRADEMARKS

Trademark	Status	Filing Basis	App. No.	Filing Date	Reg. No.	Reg. Date
GET MORE FROM YOUR MEDICARE	Registered		77/454,460	04/22/08	3,582,598	03/03/09
HARMONY	Registered		77/232,148	07/17/07	3,707,331	11/10/09
	Registered		77/232,155	07/17/07	3,700,692	10/27/09
	Registered		77/231,453	07/17/07	3,574,594	02/17/09
HEALTHEASE	Registered		77/231,332	07/17/07	3,574,593	02/17/09
HEALTHSTUFF	Registered		77/896,877	12/18/09	3,824,922	07/27/10
	Registered		77/928,072	02/04/10	3,837,918	08/24/10
	Registered		77/456,650	04/24/08	3,818,947	07/13/10

Exhibit A

TRADEMARK
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Trademark	Status	Filing Basis	App. No.	Filing Date	Reg. No.	Reg. Date
THE COMMON SENSE APPROACH TO MEDICARE	Registered		77/217,237	06/27/07	3,479,138	08/05/08
THE MEDICARE YOU DESERVE	Registered		85/009,643	04/08/10	3,999,248	07/19/11
WELCOME ROOM	Registered		77/979,911	01/25/10	3,932,593	03/15/11
WELLCARE	Renewed		73/463,567	02/01/84	1,343,516	06/18/85
WellCare	Registered		77/446,255	04/11/08	3,601,374	04/07/09
	Renewed		73/557,165	09/03/85	1,443,611	06/16/87
	Registered		77/447,198	04/14/08	3,629,737	06/02/09
WELLCARE CLASSIC	Registered		77/221,020	07/02/07	3,571,193	02/10/09
WELLCARE EXTRAS	Registered		77/780,382	07/14/09	3,801,027	06/08/10
WELLCARE SIGNATURE	Registered		77/456,615	04/24/08	3,629,846	06/02/09

Trademark	Status	Filing Basis	App. No.	Filing Date	Reg. No.	Reg. Date
YOUR PARTNER FOR BETTER HEALTH	Registered		77/232,159	07/17/07	3,868,968	11/02/10