

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Healthplan Services, Inc.		08/18/2011	CORPORATION: FLORIDA
Administrative Services Holding Corp.		08/18/2011	CORPORATION: DELAWARE
Administrative Services, Inc.		08/18/2011	CORPORATION: FLORIDA
American Benefit Plan Administrators, Inc.		08/18/2011	CORPORATION: CALIFORNIA
Healthplan Services Insurance Agency, Inc.		08/18/2011	CORPORATION: MASSACHUSETTS
Gemgroup, Inc.		08/18/2011	CORPORATION: PENNSYLVANIA
Harrington Health Services, Inc.		08/18/2011	CORPORATION: DELAWARE
Zenith Holding Co., Inc.		08/18/2011	CORPORATION: DELAWARE
Zenith Administrators, Inc.		08/18/2011	CORPORATION: MARYLAND

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A.
<b>Street Address:</b>	135 South LaSalle Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 9**

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

**CH \$240.00 2513915**

Registration Number:	2459158	TOPAZ-DIRECT
Registration Number:	3806082	APEX
Registration Number:	3887634	ATLAS
Registration Number:	1597781	ZENITH ADMINISTRATORS

**CORRESPONDENCE DATA**

Fax Number: (312)627-2302  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312.627.2508  
Email: smckeon@dykema.com  
Correspondent Name: Diana Y. Tsai  
Address Line 1: 10 South Wacker Drive  
Address Line 2: Suite 2300  
Address Line 4: Chicago, ILLINOIS 60606

ATTORNEY DOCKET NUMBER:	011485.1577
NAME OF SUBMITTER:	Diana Y. Tsai
Signature:	/Diana Y. Tsai/
Date:	08/19/2011

**Total Attachments: 12**  
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**SHORT FORM  
TRADEMARK SECURITY AGREEMENT**

THIS SHORT FORM TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") dated as of August 18, 2011, is by HEALTHPLAN SERVICES, INC., a Florida corporation, ADMINISTRATIVE SERVICES HOLDING CORP., a Delaware corporation, ADMINISTRATIVE SERVICES, INC., a Florida corporation, AMERICAN BENEFIT PLAN ADMINISTRATORS, INC., a California corporation, HEALTHPLAN SERVICES INSURANCE AGENCY, INC., a Massachusetts corporation, GEMGROUP, INC., a Pennsylvania corporation, HARRINGTON HEALTH SERVICES, INC., a Delaware corporation, ZENITH HOLDING CO., INC., a Delaware corporation, and ZENITH ADMINISTRATORS, INC., a Maryland corporation (collectively, the "Grantor"), in favor of BANK OF AMERICA, N.A., as Administrative Agent, for the benefit of itself, its successors and assigns, the Lenders, as defined below, and the L/C Issuer, as defined in the Credit Agreement referenced below (in such capacity, the "Administrative Agent").

**WITNESSETH:**

WHEREAS, HealthPlan Holdings, Inc., a Delaware corporation ("HPHI"), and Health Holdings, Inc., a Delaware corporation ("HHI"), and together with HPHI, collectively, the "Borrower", have entered into that certain Credit Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time and in effect, the "Credit Agreement") with the other "Loan Parties" (as defined therein), the lenders from time to time party thereto (collectively, the "Lenders") and Bank of America, N.A., as Administrative Agent and L/C Issuer, pursuant to which such financial institutions have agreed to make loans to, and issue or participate in letters of credit for the account of, the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor and the Administrative Agent entered into that certain Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor is required to execute and deliver this Trademark Security Agreement;

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

Section 1. Defined Terms. Unless otherwise defined herein, terms used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Indebtedness, hereby mortgages and pledges to the Administrative Agent and grants to the Administrative Agent a lien on and

security interest in, all of its right, title and interest in, to and under the following Collateral of the Grantor (the "Trademark Collateral"):

2.1 all of its trademarks, including, without limitation, those referred to on **Schedule 1** hereto;

2.2 all goodwill of the business connected with the use of, and symbolized by, each trademark; and

2.3 all rights to sue at law or in equity for any infringement or other impairment of the foregoing, including the right to receive all proceeds and damages thereof.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any U.S. intent-to-use trademark application for which a statement of use has not been filed with and duly accepted by the United States Patent and Trademark Office (but only until such statement is accepted by the United States Patent and Trademark Office).

Section 3. 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 as set forth and pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms 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 Security Agreement. In the event of a conflict between the provisions of this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

Section 4. Interpretive Provisions. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms. Whenever the context so requires, the neuter gender includes the masculine and feminine, the single number includes the plural, and vice versa, and in particular the word "Grantor" shall be so construed.

Section 5. Termination. This Trademark Security Agreement shall terminate and the Lien on the security interest in the Trademark Collateral shall be released upon termination of the Aggregate Commitments and the payment and performance in full of all Indebtedness (other than contingent indemnity obligations) and the expiration or termination of all Letters of Credit (other than Letters of Credit as to which other arrangements satisfactory to the Administrative Agent and the L/C Issuer shall have been made). Upon the termination of this Trademark Security Agreement, the Administrative Agent, at Grantor's expense, shall execute all documents, make all filings and take all other actions reasonably requested by the Grantor to evidence and record the release of the Lien on and security interests in the Trademark Collateral granted herein.

Section 6. 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.

IN WITNESS WHEREOF, the 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.

HEALTHPLAN SERVICES, INC.

By: \_\_\_\_\_  
Name: Jeffery Bak  
Title: Chief Executive Officer

ADMINISTRATIVE SERVICES HOLDING CORP.

By: \_\_\_\_\_  
Name: Jeffery Bak  
Title: Chief Executive Officer

ADMINISTRATIVE SERVICES, INC.

By: \_\_\_\_\_  
Name: Jeffery Bak  
Title: Chief Executive Officer

AMERICAN BENEFIT PLAN ADMINISTRATORS, INC.

By: \_\_\_\_\_  
Name: Jeffery Bak  
Title: Chief Executive Officer

HEALTHPLAN SERVICES INSURANCE AGENCY, INC.

By: \_\_\_\_\_  
Name: Jeffery Bak  
Title: Vice President

GEMGROUP, INC.

By: \_\_\_\_\_  
Name: Jeffery Bak  
Title: Chief Executive Officer

HARRINGTON HEALTH SERVICES, INC.

By: \_\_\_\_\_  
Name: Jeffery Bak  
Title: Chief Executive Officer

ZENITH HOLDING CO., INC.

By: \_\_\_\_\_  
Name: Jeffery Bak  
Title: Chief Executive Officer

ZENITH ADMINISTRATORS, INC.

By: \_\_\_\_\_  
Name: Jeffery Bak  
Title: Executive Vice President

Acknowledged:

BANK OF AMERICA, N.A., as  
Administrative Agent

By: \_\_\_\_\_  
Name: Charlene Wright-Jones  
Title: Vice President

GEMGROUP, INC.

By: \_\_\_\_\_  
Name: Jeffery Bak  
Title: Chief Executive Officer

HARRINGTON HEALTH SERVICES, INC.

By: \_\_\_\_\_  
Name: Jeffery Bak  
Title: Chief Executive Officer

ZENITH HOLDING CO., INC.

By: \_\_\_\_\_  
Name: Jeffery Bak  
Title: Chief Executive Officer

ZENITH ADMINISTRATORS, INC.

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

Acknowledged:

BANK OF AMERICA, N.A., as  
Administrative Agent

By: Charlene Wright-Jones  
Name: Charlene Wright-Jones  
Title: Vice President

ACKNOWLEDGEMENT OF GRANTOR

STATE OF Florida )  
 )ss.  
COUNTY OF Hillsborough

I Jeff Bell, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jeffery Bak, the Chief Executive Officer of HEALTHPLAN SERVICES, INC., a Florida corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18<sup>th</sup> day of August, 2011.

  
Notary Public

My Commission Expires: \_\_\_\_\_



STATE OF Florida )  
 )ss.  
COUNTY OF Hillsborough

I Jeff Bell, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jeffery Bak, the Chief Executive Officer of ADMINISTRATIVE SERVICES HOLDING CORP., a Delaware corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18<sup>th</sup> day of August, 2011.

  
Notary Public

My Commission Expires: \_\_\_\_\_



TRADEMARK

REEL: 004608 FRAME: 0291



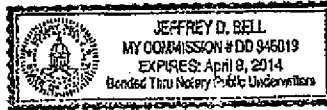
STATE OF Florida )  
 )ss.  
COUNTY OF Hillsborough

I Jeff Bell, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jeffery Bak, the Vice President of HEALTHPLAN SERVICES INSURANCE AGENCY, INC., a Massachusetts corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18<sup>th</sup> day of August, 2011.

  
Notary Public

My Commission Expires: \_\_\_\_\_



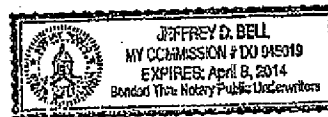
STATE OF Florida )  
 )ss.  
COUNTY OF Hillsborough

I Jeff Bell, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jeffery Bak, the Chief Executive Officer of GBMGROUP, INC., a Pennsylvania corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18<sup>th</sup> day of August, 2011.

  
Notary Public

My Commission Expires: \_\_\_\_\_



TRADEMARK

REEL: 004608 FRAME: 0292

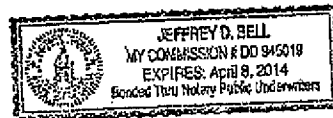
STATE OF Florida )  
 )ss.  
COUNTY OF Hillsborough

I Jeff Bell, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jeffery Bak, the Chief Executive Officer of HARRINGTON HEALTH SERVICES, INC., a Delaware corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18<sup>th</sup> day of August, 2011.

  
Notary Public

My Commission Expires: \_\_\_\_\_



STATE OF Florida )  
 )ss.  
COUNTY OF Hillsborough

I Jeff Bell, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Jeffery Bak, the Chief Executive Officer of ZENITH HOLDING CO., INC., a Delaware corporation, is personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18<sup>th</sup> day of August, 2011.

  
Notary Public

My Commission Expires: \_\_\_\_\_



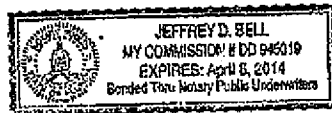
STATE OF Florida )  
                                  )ss.  
COUNTY OF Hillsborough

I Jeff Bell, a Notary Public in and for said County, in the State aforesaid,  
DO HEREBY CERTIFY that Jeffery Bak, the Chief Executive Officer of ADMINISTRATIVE  
SERVICES, INC., a Florida corporation, is personally known to me to be the same person whose  
name is subscribed to the foregoing instrument, appeared before me this day in person and  
acknowledged that he signed and delivered said instrument as his own free and voluntary act,  
and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18<sup>th</sup> day of August, 2011.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



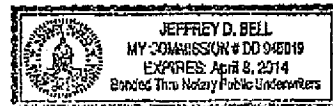
STATE OF Florida )  
                                  )ss.  
COUNTY OF Hillsborough

I Jeff Bell, a Notary Public in and for said County, in the State aforesaid,  
DO HEREBY CERTIFY that Jeffery Bak, the Chief Executive Officer of AMERICAN  
BENEFIT PLAN ADMINISTRATORS, INC., a California corporation, is personally known to  
me to be the same person whose name is subscribed to the foregoing instrument, appeared before  
me this day in person and acknowledged that he signed and delivered said instrument as his own  
free and voluntary act, and as the free and voluntary act of said corporation, for the uses and  
purposes therein set forth.

GIVEN under my hand and Notarial Seal this 18<sup>th</sup> day of August, 2011.

  
\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_



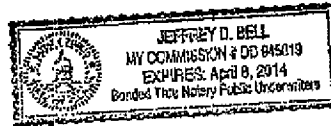
STATE OF Florida )  
 )ss.  
COUNTY OF Hillsborough )

I Jeff Bell, a Notary Public in and for said County, in the State aforesaid,  
DO HEREBY CERTIFY that Jeffery Bak, the Executive Vice President of  
ZENITH ADMINISTRATORS, INC., a Maryland corporation, is personally known to me to be  
the same person whose name is subscribed to the foregoing instrument, appeared before me this  
day in person and acknowledged that he signed and delivered said instrument as his own free and  
voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes  
therein set forth.

GIVEN under my hand and Notarial Seal this 18<sup>th</sup> day of August, 2011.

  
Notary Public

My Commission Expires: \_\_\_\_\_



STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

I \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid,  
DO HEREBY CERTIFY that Charlene Wright-Jones, a Vice President of BANK OF  
AMERICA, N.A., a national banking association, as Administrative Agent, is personally known  
to me to be the same person whose name is subscribed to the foregoing instrument, appeared  
before me this day in person and acknowledged that she signed and delivered said instrument as  
her own free and voluntary act, and as the free and voluntary act of said national banking  
association, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_ day of August, 2011.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

I \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid,  
DO HEREBY CERTIFY that \_\_\_\_\_, the \_\_\_\_\_ of  
ZENITH ADMINISTRATORS, INC., a Maryland corporation, is personally known to me to be  
the same person whose name is subscribed to the foregoing instrument, appeared before me this  
day in person and acknowledged that he signed and delivered said instrument as his own free and  
voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes  
therein set forth.

GIVEN under my hand and Notarial Seal this \_\_\_\_ day of August, 2011.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

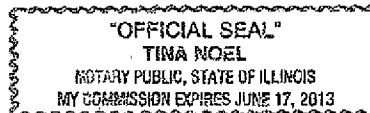
STATE OF Illinois )  
 )ss.  
COUNTY OF Cook )

I Tina Noel, a Notary Public in and for said County, in the State aforesaid,  
DO HEREBY CERTIFY that Charlene Wright-Jones, a Vice President of BANK OF  
AMERICA, N.A., a national banking association, as Administrative Agent, is personally known  
to me to be the same person whose name is subscribed to the foregoing instrument, appeared  
before me this day in person and acknowledged that she signed and delivered said instrument as  
her own free and voluntary act, and as the free and voluntary act of said national banking  
association, for the uses and purposes therein set forth.


GIVEN under my hand and Notarial Seal this 15th day of August, 2011.

Tina Noel  
Notary Public

My Commission Expires: June 17, 2013



**SCHEDULE I  
TO  
SHORT FORM TRADEMARK SECURITY AGREEMENT**

Jurisdiction	Mark	Int'l Class/ Goods and Services	Application Ser. No./ Filing Date	Registration No. and Date	Status	Record Owner
Florida	Plan Services	7, 9, 11, 16, 35, 36, 42		927531 8/18/1992	Registered	HealthPlan Services, Inc.
US	DIAMOND TRUST	36	75782268 8/23/1999	2513915 12/4/2001	Registered	GemGroup, Inc.
US	EMERALD-TRAC	9	75781938 8/23/1999	2560948 4/16/2002	Registered	GemGroup, Inc.
US	G Design 	36	75781937 8/25/1999	2511552 11/27/2001	Registered	GemGroup, Inc.
US	GEMGROUP	36	75781958 8/23/1999	2511553 11/27/2001	Registered	GemGroup, Inc.
US	RUBY-PLUS	36	75782269 8/23/1999	2521638 12/25/2001	Registered	GemGroup, Inc.
US	TOPAZ DIRECT	36	75782008 8/23/1999	2459158 6/12/2001	Registered	GemGroup, Inc.
Alabama	ADMINISTRATIVE SERVICES, LLC EMPLOYEE BENEFIT CONSULTANTS	36		109213 6/14/2004	Registered	Administrative Services, LLC
Wisconsin	HARRINGTON BENEFIT SERVICES	36		11/25/1998	Registered	HealthPlan Services, Inc.
Wisconsin	R.E. HARRINGTON	36		11/25/1998	Registered	HealthPlan Services, Inc.
Oklahoma	PROHEALTH	35, 42		12006638 10/13/1986	Registered	Prohealth, Inc.
US	Apex	42	77830175 9/19/2009	3806082 6/22/2010	Registered	Zenith Administrators, Inc.
US	Atlas	42	77830200 9/18/2009	3887634 12/7/2010	Registered	Zenith Administrators, Inc.
US	Zenith Administrators	35, 36, 42	73805058 6/7/1989	1597781 5/22/1990	Registered	Zenith Administrators, Inc.

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RECORDED: 08/19/2011

**TRADEMARK**  
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