

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
Ecom PPO Advisors, LLC		10/06/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SunTrust Bank
Street Address:	303 Peachtree Street
Internal Address:	23rd Street
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 16

Property Type	Number	Word Mark
Serial Number:	85019902	PPO PERFORMANCE REPORT
Registration Number:	2777040	THE ORIGINAL MANAGED CARE MANAGERS
Registration Number:	2826723	ECOM PPO.COM
Serial Number:	77714622	ORIGIN
Serial Number:	77714570	ECOM NAVIGATOR
Registration Number:	3692314	F.E.E.P.S. WELLNESS
Registration Number:	3716713	ECOM PPO ADVISORS THE SHORTEST DISTANCE BETWEEN YOU AND UNRIVALED PPO SAVINGS, ANALYSIS AND NETWORK ADMINISTRATION
Serial Number:	77010332	WHITESPACE ELIMINATION
Registration Number:	3614704	ECOM PPO ADVISORS
Registration Number:	3705725	MEMBER LEVEL MATCHING
Registration Number:	3416318	MEMBER LEVEL PPO MANAGEMENT
Registration Number:	3314935	MEMBER LEVEL PPO SELECTION

OP \$415.00 85019902

Registration Number:	2632388	ECOM
Registration Number:	3220093	WHITE SPACE ELIMINATION
Registration Number:	2926062	VIRTUAL PPO
Registration Number:	3132743	VIRTUAL PPO

CORRESPONDENCE DATA

Fax Number: (404)572-5100

Email: mrussell@kslaw.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name: King & Spalding

Address Line 1: 1180 Peachtree Street

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER: 52990.015861

NAME OF SUBMITTER: Mark Russell

Signature: /Mark Russell/

Date: 10/07/2011

Total Attachments: 6

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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 6, 2011, is made by the entity identified on the signature page hereto as the Grantor (the "Grantor"), in favor of SunTrust Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties and for the banks and other financial institutions (the "Lenders") from time to time parties to the Amended and Restated Revolving Credit and Term Loan Agreement, dated as of October 6, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the lenders from time to time parties thereto, and the Administrative Agent.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

WHEREAS, the Grantor has agreed, pursuant to that certain Amended and Restated 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, the Grantors is party to the Guaranty and Security Agreement pursuant to which the Grantor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Administrative Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Borrower thereunder, the 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. The 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 the 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 (the "Trademark Collateral"):

(i) all of its Trademarks and all Trademark Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto; but excluding any intent-to-use trademark application to the extent and for so long as creation by a Grantor of a security interest therein would result in the loss by such Grantor of any material rights therein;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) 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, misuse, 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 the 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. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with its Trademarks and Trademark 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 Georgia.

[SIGNATURE PAGES FOLLOW]

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.

Very truly yours,

Ecom PPO Advisors, LLC
as Grantor

By: 

Name: Curtis A. Cain

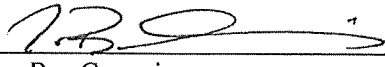
Title: Chief Financial Officer, Secretary & Treasurer

[SIGNATURE PAGE TO ECOM PPO ADVISORS LLC TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004638 FRAME: 0120

ACCEPTED AND AGREED
as of the date first above written:

SUNTRUST BANK
as Administrative Agent

By: 
Name: Ben Cumming
Title: Vice President

[SIGNATURE PAGE TO ECOM PPO ADVISORS LLC TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 004638 FRAME: 0121

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

1. REGISTERED TRADEMARKS

TRADEMARK	OWNER	SERIAL/ REGISTRATION NO.	FILING/ REGISTRATION DATE
PPO PERFORMANCE REPORT	Ecom PPO Advisors, LLC	85-019902	04/21/2010
THE ORIGINAL MANAGED CARE MANAGERS	Ecom PPO Advisors, LLC	2777040	10/21/2003
ECOM PPO.COM	Ecom PPO Advisors, LLC	2826723	03/23/2004
ORIGIN	Ecom PPO Advisors, LLC	77-714622	04/15/2009
ECOM NAVIGATOR	Ecom PPO Advisors, LLC	77-714570	04/15/2009
F.E.E.P.S. WELLNESS	Ecom PPO Advisors, LLC	3692314	10/06/2009
ECOM PPO ADVISORS The Shortest Distance Between You and Unrivalled PPO Savings, Analysis and Network Administration	Ecom PPO Advisors, LLC	3716713	11/24/2009
WHITESPACE ELIMINATION	Ecom PPO Advisors, LLC	77-010332	09/29/2006
ECOM PPO ADVISORS	Ecom PPO Advisors, LLC	3614704	05/05/2009
MEMBER LEVEL MATCHING	Ecom PPO Advisors, LLC	3705725	11/03/2009
MEMBER LEVEL PPO MANAGEMENT	Ecom PPO Advisors, LLC	3416318	04/22/2008

MEMBER LEVEL PPO SELECTION	Ecom PPO Advisors, LLC	3314935	10/16/2007
ECOM	Ecom PPO Advisors, LLC	2632388	10/08/2002
WHITE SPACE ELIMINATION	Ecom PPO Advisors, LLC	3220093	03/20/2007
VIRTUAL PPO	Ecom PPO Advisors, LLC	2926062	02/08/2005
VIRTUAL PPO	Ecom PPO Advisors, LLC	3132743	08/22/2006

2. TRADEMARK APPLICATIONS None.
3. TRADEMARK LICENSES None.