

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America, N.A.		02/01/2012	Bank: NORTH CAROLINA

RECEIVING PARTY DATA

Name:	HealthSpring, Inc.
Street Address:	9009 Carothers Parkway, Building B, Suite 501
City:	Franklin
State/Country:	TENNESSEE
Postal Code:	37067
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Serial Number:	76685925	HEALTHSPRING MORE FROM MEDICARE. MORE FROM LIFE.
Serial Number:	76686975	LIVINGWELL HEALTH CENTER BY HEALTHSPRING
Serial Number:	77445268	OPTIMACARE
Serial Number:	77518166	SILVER STARS PRESENTED BY HEALTHSPRING
Serial Number:	78095311	COMMUNITY PPO OF MIDDLE TENNESSEE
Serial Number:	78151196	HEALTHSPRING
Serial Number:	78158249	HEALTHSPRING CARES

CORRESPONDENCE DATA

Fax Number: (800)494-7512
 Phone: 202-370-4761
 Email: jknoll@nationalcorp.com

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

Correspondent Name: Thomas Fahey
 Address Line 1: 1100 G St NW Suite 420

OP \$190.00 76685925

Address Line 2: National Corporate Research
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F137760
NAME OF SUBMITTER:	Joshua D. Hendricks
Signature:	/Joshua D. Hendricks/
Date:	02/01/2012

Total Attachments: 3
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source=HealthSpring Recordation#page3.tif
source=HealthSpring Recordation#page4.tif

Schedule A
Security Interests in Trademarks recorded at
Reel 004150 Frame 0373

1	Serial #: <u>76685925</u> Filing Dt: 01/17/2008 Reg #: <u>3486871</u> Reg. Dt: 08/19/2008 Mark: HEALTHSPRING MORE FROM MEDICARE. MORE FR
2	Serial #: <u>76686975</u> Filing Dt: 02/19/2008 Reg #: NONE Reg. Dt: Mark: LIVINGWELL HEALTH CENTER BY HEALTHSPRING
3	Serial #: <u>77445268</u> Filing Dt: 04/10/2008 Reg #: NONE Reg. Dt: Mark: OPTIMACARE
4	Serial #: <u>77518166</u> Filing Dt: 07/09/2008 Reg #: <u>3732278</u> Reg. Dt: 12/29/2009 Mark: SILVER STARS PRESENTED BY HEALTHSPRING
5	Serial #: <u>78095311</u> Filing Dt: 11/27/2001 Reg #: <u>2772756</u> Reg. Dt: 10/07/2003 Mark: COMMUNITY PPO OF MIDDLE TENNESSEE
6	Serial #: <u>78151196</u> Filing Dt: 08/06/2002 Reg #: <u>2721573</u> Reg. Dt: 06/03/2003 Mark: HEALTHSPRING
7	Serial #: <u>78158249</u> Filing Dt: 08/27/2002 Reg #: <u>2724418</u> Reg. Dt: 06/10/2003 Mark: HEALTHSPRING CARES

RELEASE OF TRADEMARK SECURITY INTEREST

THIS RELEASE OF TRADEMARK SECURITY INTEREST (the "Release") is made effective as of February 1, 2012, by and from BANK OF AMERICA, N.A., for itself and as Administrative Agent for the holders of the Secured Obligations (the "Administrative Agent") to HEALTHSPRING, INC., a Delaware corporation (the "Grantor") as follows:

WHEREAS, on February 11, 2010, the Grantor and the Administrative Agent entered into a Security and Pledge Agreement (the "Security Agreement"; all capitalized terms used herein but not otherwise defined shall have the meanings assigned to them in the Security Agreement) and a Notice of Grant of Security Interest in Trademarks (the "Grant");

WHEREAS, pursuant to the Security Agreement and the Grant, the Grantor granted to the Administrative Agent on behalf of the holders of the Secured Obligations, among other collateral, a continuing security interest in, and a continuing lien upon, all of the Grantor's right, title and interest, including goodwill, in, to and under the Trademarks and Trademark Licenses (including, without limitation, those items listed on the attached Schedule A (the "Released Marks");

WHEREAS, the Grant was recorded in the United States Patent & Trademark Office on February 17, 2010 at reel/frame 004150/0373; and

WHEREAS, the Administrative Agent wishes to release the entirety of its security interest in, and terminate the entirety of its lien upon, the Released Marks.

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Administrative Agent hereby terminates, discharges and releases all right, title and interest (including, without limitation, security interests and liens) it may have in the Released Marks, which right, title and interest shall hereby cease and become void, and retransfers and reassigns any and all right, title and interest it may have in and to the Released Marks without recourse to Grantor.

The Administrative Agent hereby agrees to duly execute, acknowledge, procure and deliver any further documents and to do such other acts as may be reasonably necessary to effect this Release.

[Signature Page Follows]

IN WITNESS WHEREOF, the Administrative Agent has caused this Release to be executed by its duly authorized officer.

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

By:  _____

Name: **Roberto Salazar**
Vice President

Title: _____