

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
Carewise Health, Inc.		04/02/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Serial Number:	77939126	CAREWISE HEALTH
Serial Number:	77939559	
Serial Number:	85057644	SHINE
Serial Number:	77402498	CAREWISE HEALTH
Serial Number:	77422360	
Serial Number:	78562442	CARE WISE
Serial Number:	78496656	CAREWISE
Serial Number:	74295050	BABYWISE
Serial Number:	73795331	CAREWISE
Serial Number:	74707789	LIVINGWISE
Serial Number:	78044015	

CORRESPONDENCE DATA

Fax Number: (312)902-1061

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

TRADEMARK

via US Mail.

Phone: 312-577-8307
Email: latiffany.brown@kattenlaw.com
Correspondent Name: LaTiffany Brown
Address Line 1: 525 West Monroe Street
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	332658-4
NAME OF SUBMITTER:	LaTiffany Brown
Signature:	/LaTiffany Brown/
Date:	04/03/2012

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT dated as of April 2, 2012 (this "Agreement"), among CAREWISE HEALTH, Inc., a Delaware corporation (the "Grantor"), and GENERAL ELECTRIC CAPITAL CORPORATION ("GE Capital"), as the Collateral Agent (in such capacity, the "Collateral Agent").

Reference is made to (a) the Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among SHPS Holdings, Inc., a Delaware corporation ("Holdings"), SHPS, Inc., a Florida corporation (the "Borrower"), the lenders from time to time party thereto (the "Lenders"), GE Capital, as Administrative Agent and Collateral Agent (as both are defined in the Credit Agreement) and (b) the Guarantee and Collateral Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among Holdings, the Borrower, the other Loan Parties from time to time party thereto and the Collateral Agent. The Lenders have agreed to continue to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to continue to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. Grantor is a subsidiary of the Borrower, will derive substantial benefits from the continuation of the extension of credit to the Borrower pursuant to the Credit Agreement and is willing to execute and deliver this Agreement in order to induce the Lenders to continue to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Collateral Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, Grantor, pursuant to the Collateral Agreement, did and hereby does grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all right, title or interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith in the United States Patent and Trademark Office or any similar offices in any State of the United States, and all extensions or renewals thereof, including those listed on Schedule I attached hereto (the "Trademarks") provided, however that no Lien on and security interest is granted on any "intent to use" Trademark applications for which a statement of use has not been filed and accepted by the United States Patent and Trademark Office; provided, further, that upon such filing and acceptance by the United States Patent and Trademark Office, such "intent to use" Trademark applications shall be included in the Trademark

Collateral and automatically subject to the Lien and security interest granted herein;

(b) all goodwill associated with or symbolized by the Trademarks; and

(c) all assets, rights and interests that uniquely reflect or embody such goodwill.

Notwithstanding the foregoing, the Trademark Collateral shall not include any assets and properties now owned or at any time hereafter acquired by Grantor or in which Grantor now has or at any time in the future may acquire any right, title or interest if the grant of a security interest in such assets or properties in the manner contemplated by this Agreement, under the terms thereof or under applicable law, is prohibited or would give any other party the right to terminate a license or other agreement relating to such assets or properties, provided that any such limitation on the security interest granted hereunder shall only apply to the extent that any such prohibition or termination right would not be rendered ineffective pursuant to the UCC or any other applicable law.

SECTION 3. Collateral Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Collateral Agreement. The parties hereto hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Governing Law. This Agreement shall be construed in accordance with and governed by the law of the State of New York.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 2nd day of April, 2012.

CAREWISE HEALTH, INC., a Delaware corporation

By: [Signature]
Name: Brad Wear
Its: Executive Vice President and Chief Financial Officer

Acknowledged:

GENERAL ELECTRIC CAPITAL CORPORATION,
a Delaware corporation, as Collateral Agent

By: _____
Name: _____
Its: Duly Authorized Signatory

Trademark Security Agreement

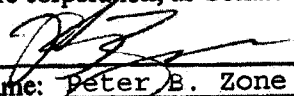
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer on this 2nd day of April, 2012.

CAREWISE HEALTH, INC., a Delaware corporation

By: _____
Name: _____
Its: _____

Acknowledged:

GENERAL ELECTRIC CAPITAL CORPORATION,
a Delaware corporation, as Collateral Agent

By: 
Name: Peter B. Zone
Its: Duly Authorized Signatory

SCHEDULE I
TO TRADEMARK SECURITY AGREEMENT

Mark	Status	Serial No.	Filing Date	Reg. No.	Reg. Date
Carewise Health	Registered	77939126	2/18/2010	3853283	9/28/10
Miscellaneous Design	Registered	77939559	2/19/2010	3853329	9/28/10
Shine	Registered	85057644	6/8/10	4053751	11/8/11
Carewise Health	Registered	77402498	2/28/08	3772260	4/6/10
Miscellaneous Design	Registered	77422360	3/14/08	3775345	4/13/10
Care Wise and design	Registered	78562442	2/8/05	3357158	12/18/07
Carewise	Registered	78496656	10/8/04	3357100	12/18/07
BabyWise	Registered	74295050	7/17/92	2012144	10/29/96
CareWise	Registered	73795331	4/24/89	1574030	12/26/89
LivingWise	Registered	74707789	7/28/95	2023281	12/17/96
Design Only	Registered	78044015	1/19/01	2805695	01/13/04