TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Amended and Restated Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HEALTHSMART HOLDINGS, INC.	FORMERLY The Parker Group, Inc.	03/05/2012	CORPORATION: NEVADA
HEALTHSMART HOLDINGS II, LLC	FORMERLY The Parker Group, Inc.	03/05/2012	LIMITED LIABILITY COMPANY: TEXAS
HEALTHSMART BENEFIT SOLUTIONS, INC.	FORMERLY American Administrative Group, Inc.	03/05/2012	CORPORATION: ILLINOIS
HEATLHSMART INFORMATION SYSTEMS, INC.	FORMERLY CARE VU CORPORATION	03/05/2012	CORPORATION: TEXAS
IHG HOLDINGS, INC.		03/05/2012	CORPORATION: DELAWARE
HEALTHSMART PREFERRED NETWORK II, INC.	FORMERLY Interplan Health Group, Inc.	03/05/2012	CORPORATION: DELAWARE
HEALTHSMART RX, INC.	FORMERLY AmeriScript, Inc.	03/05/2012	CORPORATION: OHIO
HEALTHSMART PREFERRED CARE II, L.P.		03/05/2012	LIMITED PARTNERSHIP: TEXAS
HEALTHSMART PRIMARY CARE CLINICS, LP	FORMERLY FFHC, LP	03/05/2012	LIMITED PARTNERSHIP: TEXAS
HEALTHSMART CARE MANAGEMENT SOLUTIONS, L.P.	FORMERLY Q-elements, Ltd.	03/05/2012	LIMITED PARTNERSHIP: TEXAS
PARKER LP, LLC		03/05/2012	LIMITED LIABILITY COMPANY: NEVADA

OP $640.00 4061776

RECEIVING PARTY DATA

Name:	SILVER POINT FINANCE, LLC
Street Address:	2 Greenwich Plaza
Internal Address:	1st Floor
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 25

Property Type	Number	Word Mark
Registration Number:	4061776	HEALTHSMART PREFERRED CARE
Registration Number:	4061777	HEALTHSMART PREFERRED CARE
Registration Number:	4077414	HEALTHSMART
Registration Number:	4077413	HEALTHSMART
Registration Number:	4054829	TRIBALCARE POWERED BY HEALTHSMART
Registration Number:	2479995	SMARTACCESS
Registration Number:	3291285	CARE VU CORPORATION
Registration Number:	3323738	
Registration Number:	2977764	INTERPLAN HEALTH GROUP
Registration Number:	3042256	IHG
Registration Number:	3269782	INTERPLAN ADVANTAGE
Registration Number:	2261176	ACCOUNTABLE HEALTH PLANS
Registration Number:	2036678	AMERISCRIPT
Registration Number:	2304326	SUPERIEN
Registration Number:	2420250	DIRECTCARE AMERICA
Registration Number:	2439642	OHIO COMP NETWORK
Registration Number:	1558653	THE PREFERRED PLAN
Registration Number:	1426962	EMERALD
Registration Number:	2180328	EMERALD HEALTH
Registration Number:	1426963	EMERALD HEALTH NETWORK
Registration Number:	2783746	EMERALD HEALTH NETWORK
Registration Number:	2180329	THE QUALITY HEALTHCARE LEADER
Registration Number:	2736215	
Registration Number:	2993798	THE EMERALD HEALTH NETWORK THE QUALITY HEALTHCARE LEADER
Registration Number:	2161992	THE EMERALD HEALTH NETWORK

CORRESPONDENCE DATA

Fax Number: 2147581550

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

Phone: 214-758-1500

Email: shernandez@pattonboggs.com

Correspondent Name: Nam Huynh

Address Line 1: 2000 McKinney Avenue, Suite 1700

Address Line 2: Patton Boggs LLP

Address Line 4: Dallas, TEXAS 75201

	024962.0107
NAME OF SUBMITTER:	Nam Huynh
Signature:	/Nam Huynh/
Date:	04/30/2012

Total Attachments: 9
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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 5th day of March, 2012, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and SILVER POINT FINANCE, LLC, in its capacity as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, "Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Credit and Guaranty Agreement dated as of September 21, 2007 (as amended, restated, supplemented or otherwise modified from time to time, including all exhibits and schedules thereto, the "Credit and Guaranty Agreement") by and among HealthSmart Holdings, Inc., a Nevada corporation (f/k/a The Parker Group, Inc.) ("Holdings"), certain Subsidiaries of Holdings, as Companies, certain Subsidiaries of Holdings, as Guarantors, the Lenders from time to time party thereto and Silver Point Finance, LLC, as Administrative Agent, Collateral Agent and Lead Arranger, the Secured Parties were willing to make certain financial accommodations available to the Companies from time to time pursuant to the terms and conditions thereof, and

WHEREAS, the Secured Parties were willing to make the financial accommodations to the Companies as provided for in the Credit and Guaranty Agreement, but only upon the condition, among others, that Grantors executed and delivered to Agent, for the benefit of Secured Parties, that certain Pledge and Security Agreement dated as of September 21, 2007 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantors were required to execute and deliver to Agent, for the benefit of Secured Parties, a Trademark Security Agreement dated as of September 21, 2007, as amended by that certain First Amendment to Trademark Security Agreement dated December 23, 2009 (the "Original Trademark Security Agreement");

WHEREAS, the Grantors pursuant to the Original Trademark Security Agreement have elected to amend and restate the Original Trademark Security Agreement to update Schedule I thereto and, subject to the terms and conditions set forth herein, Agent is prepared to make such amendment and restatement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.

GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Agent, for the benefit of the Secured Parties, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

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a) all of its Trademarks and Trademark Intellectual Property Licenses (excluding those Trademark Intellectual Property Licenses, which by their express terms cannot be transferred, assigned or encumbered) to which it is a party including those referred to on Schedule I hereto;

b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

c) all reissues, continuations, extensions, modifications and renewals of the foregoing;

d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

e) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

II. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Agent, the Secured Parties or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

III. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IV. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

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V. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Credit Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

VI. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Credit Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Credit Document refer to this Trademark Security Agreement or such other Credit Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Credit Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Credit Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Credit Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Credit Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[Remainder of page intentionally left blank]

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IN WITNESS WHEREOF, each Grantor has caused this Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

HEALTHSMART HOLDINGS, INC.,
a Nevada corporation (f/k/a The Parker Group, Inc.);
HEALTHSMART HOLDINGS II, LLC,
a Texas limited liability company (f/k/a The Parker Group, Inc.);
HEALTHSMART BENEFIT SOLUTIONS, INC.,
an Illinois corporation (f/k/a American Administrative Group, Inc.);
HEALTHSMART INFORMATION SYSTEMS, INC.,
a Texas corporation (f/k/a CARE VU CORPORATION);
IHG HOLDINGS, INC.,
a Delaware corporation;
HEALTHSMART PREFERRED NETWORK II, INC.,
a Delaware corporation (f/k/a Interplan Health Group, Inc.); and
HEALTHSMART RX, INC.,
an Ohio corporation (f/k/a AmeriScript, Inc.)

By:_____
Name: William Dembereckyj
Title: Executive Vice President & Secretary

HEALTHSMART PREFERRED CARE II, L.P.,
a Texas limited partnership;
HEALTHSMART PRIMARY CARE CLINICS, LP (f/k/a FFHC, LP),
a Texas limited partnership; and
HEALTHSMART CARE MANAGEMENT SOLUTIONS, L.P.,
a Texas limited partnership (f/k/a Q-elements, Ltd.)

By: HealthSmart Holdings II, LLC
Its: General Partner

By:_____
Name: William Dembereckyj
Title: Executive Vice President & Secretary

PARKER LP, LLC,
a Nevada limited liability company
By:_____
Name: Kristine Eppes
Title: President, Secretary and Treasurer

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IN WITNESS WHEREOF, each Grantor has caused this Amended and Restated Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTORS:

HEALTHSMART HOLDINGS, INC.,
a Nevada corporation (f/k/a The Parker Group, Inc.);
HEALTHSMART HOLDINGS II, LLC,
a Texas limited liability company (f/k/a The Parker Group, Inc.);
HEALTHSMART BENEFIT SOLUTIONS, INC.,
an Illinois corporation (f/k/a American Administrative Group, Inc.);
HEALTHSMART INFORMATION SYSTEMS, INC.,
a Texas corporation (f/k/a CARE VU CORPORATION);
IHG HOLDINGS, INC.,
a Delaware corporation;
HEALTHSMART PREFERRED NETWORK II, INC.,
a Delaware corporation (f/k/a Interplan Health Group, Inc.); and
HEALTHSMART RX, INC.,
an Ohio corporation (f/k/a AmeriScript, Inc.)

By:_____
Name: William Dembereckyj
Title: Executive Vice President & Secretary

HEALTHSMART PREFERRED CARE II, L.P.,
a Texas limited partnership;
HEALTHSMART PRIMARY CARE CLINICS, LP (f/k/a FFHC, LP),
a Texas limited partnership; and
HEALTHSMART CARE MANAGEMENT SOLUTIONS, L.P.,
a Texas limited partnership (f/k/a Q-elements, Ltd.)

By: HealthSmart Holdings II, LLC
Its: General Partner

By:_____
Name: William Dembereckyj
Title: Executive Vice President & Secretary

PARKER LP, LLC,
a Nevada limited liability company
By:_____
Name: Kristine Eppes
Title: President, Secretary and Treasurer

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AGENT:

SILVER POINT FINANCE, LLC, as Agent

By: _____ HS
Name:
Title:

Michael A. Gatto
Authorized Signatory

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Active Trademarks

Trademark	Owner	Status in Trademark Office	Federal Registration Number	Registration Date
HealthSmart Preferred Care II, L.P. (The words "HealthSmart" underlined and below the underline the words "Preferred Care")	HealthSmart Holdings, Inc.	Registered	4,061,776	November 29, 2011
HealthSmart Preferred Care II, L.P. (Entire HSPC Logo – Letters plus Box)	HealthSmart Holdings, Inc.	Registered	4,061,777	November 29, 2011
HealthSmart (Design plus words and letters)	HealthSmart Holdings, Inc.	Registered	4,077,414	December 27, 2011
HealthSmart (words only)	HealthSmart Holdings, Inc.	Registered	4,077,413	December 27, 2011
TribalCARE Powered by HealthSmart (Design plus words and letters)	HealthSmart Holdings, Inc.	Registered	4,054,829	November 15, 2011
SMARTACCESS	HealthSmart Preferred Care II, L.P.	Registered	2479995	August 21, 2001
CareVu Corporation	CareVu Corporation	Registered	3291285	September 11, 2007
HealthSmart Preferred Care II, L.P. (Box only)	HealthSmart Preferred Care II, L.P.	Registered	3323738	October 30, 2007

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Trademark	Owner	Status in Trademark Office	Federal Registration Number	Registration Date
Interplan Health Group (Words only)	Interplan Health Group, Inc.	Registered	2,977,764	July 26, 2005
IHG (Design logo)	Interplan Health Group, Inc.	Registered	3,042,256	January 10, 2006
Interplan Advantage (words only)	Interplan Health Group, Inc.	Registered	3,269,782	July 24, 2007
Accountable Health Plans (words only)	Accountable Health Plans of America, Inc.	Registered	2,261,176	July 13, 1999
Ameriscript	HealthSmart Rx, Inc.	Registered	2,036,678	February 11, 1997
Superien	The Chandler Group of Companies, Inc.	Registered	2,304,326	December 28, 1999
DirectCare America	The Chandler Group of Companies, Inc.	Registered	2,420,250	January 9, 2001
Ohio Comp Network	The Chandler Group of Companies, Inc.	Registered	2,439,642	March 27, 2001
The Preferred Plan	Preferred Plan, Inc.	Registered	1,558,653	September 26, 1989
Emerald (words only)	Emerald Health Network, Inc.	Registered	1,426,962	January 27, 1987
Emerald Health and Design	Emerald Health Network, Inc.	Registered	2,180,328	August 11, 1998
Emerald Health Network and Design	Emerald Health Network, Inc.	Registered	1,426,963	January 27, 1987
Emerald Health Network (words only)	Emerald Health Network, Inc.	Registered	2,783,746	November 18, 2003
The Quality Healthcare Leader (words)	Emerald Health Network, Inc.	Registered	2,180,329	August 11, 1998

Trademark	Owner	Status in Trademark Office	Federal Registration Number	Registration Date
Hexagon (Design only)	Emerald Health Network, Inc.	Registered	2,736,215	July 15, 2003
The Emerald Health Network Quality Healthcare Leader (words and design)	Emerald Health Network, Inc.	Registered	2,993,798	September 13, 2005
The Emerald Health Network (words and logo)	Emerald Health Network, Inc.	Registered	2,161,992	June 2, 1998

Trademark Applications

None

Trade Names

None

Common Law Trademarks

None

Trademarks Not Currently In Use

None

Trademark Licenses

None