

## TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Interest recorded at Reel/Frame 4016/0979		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Regions Bank		07/18/2012	CORPORATION: ALABAMA
RECEIVING PARTY DATA			
Name:	Highway to Health, Inc.		
Street Address:	100 Matsonford Road		
Internal Address:	Building #1, Suite 100		
City:	Radnor		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	CORPORATION: DELAWARE		
Name:	Worldwide Insurance Services, Inc.		
Street Address:	100 Matsonford Road		
Internal Address:	Building #1, Suite 100		
City:	Radnor		
State/Country:	PENNSYLVANIA		
Postal Code:	19087		
Entity Type:	CORPORATION: VIRGINIA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1532334	HEALTH CARE ELITE	
Registration Number:	3435805	HEALTHCAREPLUS	
Registration Number:	2689609	HIGHWAY TO HEALTH	
Serial Number:	77536740	MPASSPORT	
Registration Number:	2301042	TRAVELGAP	
Serial Number:	77536741	TXT5	

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**CORRESPONDENCE DATA**

Fax Number: 3128622200

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**ATTORNEY DOCKET NUMBER:**

20098-198 RMP

**NAME OF SUBMITTER:**

Renee M. Prescan

**Signature:**

/Renee M. Prescan/

**Date:**

07/26/2012

**Total Attachments: 4**

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**TERMINATION AND RELEASE OF SECURITY  
INTEREST IN INTELLECTUAL PROPERTY**

**THIS TERMINATION AND RELEASE OF SECURITY INTEREST IN INTELLECTUAL PROPERTY** (this "Termination"), is dated as of July 18, 2012, and made by **Regions Bank**, an Alabama corporation, as collateral agent (in such capacity, together with its successors in such capacity, the "Collateral Agent") to **Highway to Health, Inc.**, a Delaware corporation (the "Issuer") and Worldwide Insurance Services, Inc., a Virginia corporation ("Worldwide"; together with the Issuer, the "Grantors").

WHEREAS, pursuant to that certain Security Interest in Intellectual Property dated as of July 2, 2009, made by the Grantors in favor of the Collateral Agent (the "Security Agreement"), a security interest was granted by the Grantors to the Collateral Agent in certain collateral, including the Trademarks (as hereinafter defined) and the Patents (as hereinafter defined);

WHEREAS, the Security Agreement was recorded in the Trademark Division of the United States Patent and Trademark Office on July 7, 2009, at Reel 4016 and Frame 0979;

WHEREAS, the Security Agreement was recorded in the Patent Division of the United States Patent and Trademark Office on July 7, 2009, at Reel 022915 and Frame 0916; and

WHEREAS, the Collateral Agent now desires to terminate and release the Security Agreement;

NOW, THEREFORE, for good and valuable consideration including the satisfaction of all obligations, indebtedness and liabilities secured pursuant to the Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination, the Collateral Agent hereby states as follows:


1. Definitions. The term "Trademarks," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the trademarks listed on Schedule A attached hereto. The term "Patents," as used herein, shall mean all of the Grantors' right, title and interest of every kind and nature as of the date hereof in the patents listed on Schedule B attached hereto.

2. Release of Security Interest. The Collateral Agent hereby terminates the Security Agreement and terminates, releases and discharges its security interest in the Trademarks and Patents and reassigns to the person or persons legally entitled thereto all right, title and interest of the Collateral Agent in the Trademarks and the Patents.


*[Remainder of page intentionally left blank; signature page follows]*

IN WITNESS WHEREOF, the The Collateral Agent has caused this Termination to be executed by its duly authorized officer as of the date first written above.

**REGIONS BANK**, as Collateral Agent

By:   
Name: Cristina G. Rhodebeck  
Title: Vice President

**Schedule A**

Mark	Jurisdiction	Serial No./ Filing Date	Reg. No./ Reg. Date	Grantor
HEALTH CARE ELITE & DESIGN 	U.S.	73/735698 6/21/1988	1532334 3/28/1989	Worldwide Insurance Services, Inc.
HEALTHCAREPLUS	U.S.	77/309488 10/22/2007	3435805 5/27/2008	Worldwide Insurance Services, Inc.
HIGHWAY TO HEALTH	U.S.	75/605847 12/15/1998	2689609 2/25/2003	Highway to Health, Inc.
MPASSPORT	Community Trademark	7556211 1/28/2009		Highway to Health, Inc.
MPASSPORT	U.S.	77/536740 8/1/2008		Highway to Health, Inc.
TRAVELGAP	U.S.	75/443725 3/3/1998	2301042 12/14/1999	Highway to Health, Inc.
TX15	U.S.	77/536741 8/1/2008		Highway to Health, Inc.

**Schedule B**

<b>Title</b>	<b>Country</b>	<b>Applic. No./ Filing Date</b>	<b>Pub. No./ Pub. Date</b>	<b>Patent No./ Issue Date</b>	<b>Owner</b>
System and method for locating providers over the internet on short notice	U.S.	11/599252 11/15/2006	2007067391 3/22/2007		Highway to Health, Inc.
System and method for locating providers over the internet on short notice	U.S.	09/703612 11/2/2000		7260603 8/21/2007	Highway to Health, Inc.
System and method for locating providers over the internet on short notice	Australia	14540/01 11/2/2000		781767 6/9/2005	Highway to Health, Inc.
System and method for locating providers over the internet on short notice	Canada	2388638 11/2/2000			Highway to Health, Inc.
System and method for locating providers over the internet on short notice	European Patent	00976817 11/2/2000	1228620 8/7/2002		Highway to Health, Inc.