

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
Healthscope Benefits, Inc.		09/28/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Eagle Fund II, L.P., Eagle Fund III, L.P., and Eagle Fund III-A, L.P.
Street Address:	101 S. Hanley Road, Suite 1250
Internal Address:	c/o Bush O'Donnell
City:	St. Louis
State/Country:	MISSOURI
Postal Code:	63105
Entity Type:	LIMITED PARTNERSHIP: MISSOURI

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	2770243	HEALTHSCOPE BENEFITS
Registration Number:	2724199	HSB DATASCOPE
Registration Number:	3754376	TOTAL HEALTH MANAGEMENT

CORRESPONDENCE DATA	
Fax Number:	3146127874
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	314-444-7600
Email:	tbranson@lewisrice.com
Correspondent Name:	TERRI BRANSON
Address Line 1:	600 Washington Ave., Suite 2500
Address Line 2:	Lewis, Rice & Fingersh, L.C.
Address Line 4:	St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	112769.56619
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OP \$90.00 2770243

NAME OF SUBMITTER:	Terri Branson
Signature:	/Terri Branson/
Date:	10/02/2012
Total Attachments: 5 source=HealthscopeTrademarkSA#page1.tif source=HealthscopeTrademarkSA#page2.tif source=HealthscopeTrademarkSA#page3.tif source=HealthscopeTrademarkSA#page4.tif source=HealthscopeTrademarkSA#page5.tif	

This instrument and the rights and obligations evidenced hereby are subordinate in the manner and to the extent set forth in that certain Subordination Agreement dated as of September 28, 2012 (the "Subordination Agreement") among Healthscope Benefits, Inc., HSB Holdings, LLC (separately and collectively, "Borrower"), Eagle Fund II, L.P., Eagle Fund III, L.P., Eagle Fund III-A, L.P., and Bank of America, N.A. ("Bank"), to the indebtedness (including interest) owed by Borrower and its Subsidiaries to Bank pursuant to that certain Loan Agreement dated as of September 28, 2012 between Borrower and Bank and related agreements, instruments and documents, as each of these has been and hereafter may be amended, supplemented or otherwise modified from time to time; and each holder of this instrument, by its acceptance hereof, shall be bound by the provisions of the Subordination Agreement.

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (this "*Trademark Security Agreement*") is made as of September 28, 2012, by HEALTHSCOPE BENEFITS, INC., a Delaware corporation ("*Grantor*"), in favor of EAGLE FUND II, L.P., a Missouri limited partnership, EAGLE FUND III, L.P., a Missouri limited partnership, and EAGLE FUND III-A, L.P., a Missouri limited partnership (separately and collectively, "*Lender*"), on behalf of itself and its Affiliates ("*Secured Party*").

WITNESSETH:

WHEREAS, Grantor, HSB Holdings, LLC, an Arkansas limited liability company ("*Holdings*"), Grantor and Holdings are collectively, "*Borrowers*") and Lender are entering into a Senior Subordinated Loan Agreement dated as of the date hereof (as it may be amended, restated or modified from time to time, the "*Loan Agreement*");

WHEREAS, Grantor is entering into this Trademark Security Agreement in order to, among other things, induce Lender to enter into and extend credit to Borrowers under the Loan Agreement.

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, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings assigned to such terms in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Secured Party a continuing security interest (junior in priority only to the security interest in favor of Senior Lender securing the Senior Debt) in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "*Trademark Collateral*"):

(a) all of Grantor's trademarks, trademark applications, service marks, trade names and associated goodwill (collectively, "*Trademarks*"), and licenses for any of the foregoing ("*Licenses*"), including those U.S. trademarks and U.S. trademark applications referred to on *Schedule I* hereto; and

(b) all proceeds of the foregoing, including any claim by Grantor against third parties for past, present or future infringement or dilution of any Trademark or any Trademark licensed under any License.

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the security interest created hereby secures the payment and performance of all the Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security

Agreement secures the payment of all amounts that constitute part of the Obligations and would be owed by Grantor to Secured Party, whether or not they are unenforceable or not allowable due to the existence of an insolvency proceeding involving Grantor.

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

5. AUTHORIZATION TO SUPPLEMENT. If Grantor shall obtain rights to any new Trademarks or Licenses for Trademarks, this Trademark Security Agreement shall automatically apply thereto. Grantor shall give notice in writing to Secured Party within thirty (30) days after the end of each fiscal quarter with respect to any new registered U.S. Trademarks, U.S. trademark applications and Licenses for registered Trademarks from such fiscal quarter. Without limiting Grantor's obligations under this *Section 5*, Grantor hereby authorizes Secured Party unilaterally to modify this Trademark Security Agreement by amending *Schedule I* to include any such new registered U.S. trademarks (to the extent provided in the Loan Agreement), U.S. trademark applications and Licenses for registered Trademarks of Grantor. 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 Secured Party's continuing security interest in all Trademark Collateral, whether or not listed on *Schedule I*.

6. 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 Loan 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.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan 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 Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan 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 Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash 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.

IN WITNESS WHEREOF, 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.

GRANTOR:


HEALTHSCOPE BENEFITS, INC.,
a Delaware corporation

By: Joe Edwards
Name: Joe Edwards
Title: CEO

**ACCEPTED AND
ACKNOWLEDGED BY:**

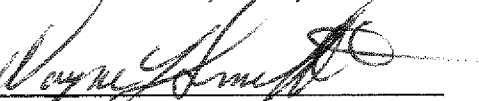
EAGLE FUND II, L.P.,
a Missouri limited partnership

By: Eagle Fund II Partners, L.L.C., its General Partner

By: 
Name: Wayne L. Smith II
Title: President


EAGLE FUND III, L.P.,
a Missouri limited partnership

By: Eagle Fund III Partners, L.L.C., its General Partner

By: 
Name: Wayne L. Smith II
Title: President

EAGLE FUND III-A, L.P.,
a Missouri limited partnership

By: Eagle Fund III Partners, L.L.C., its General Partner

By: 
Name: Wayne L. Smith II
Title: President

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT

Trademarks

DataSCOPE (not registered)

Total Health PPO (not registered)

HEALTHSCOPE Benefits (Reg. No. 2,770,243)

HSB DATASCOPE (Reg. No. 2,724,199)

TOTAL HEALTH MANAGEMENT (Reg. No. 3,754,376)