

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ValueOptions, Inc.		07/09/2013	CORPORATION: VIRGINIA
Health Management Strategies International, Inc.		07/09/2013	CORPORATION: DISTRICT OF COLUMBIA
Massachusetts Behavioral Health Partnership		07/09/2013	PARTNERSHIP: MASSACHUSETTS
FHC Health Systems, Inc.		07/09/2013	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch, as Collateral Agent		
Street Address:	677 Washington Boulevard, 6th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	CORPORATION: CONNECTICUT		
PROPERTY NUMBERS Total: 34			
Property Type	Number	Word Mark	
Registration Number:	2701189	ACHIEVE SOLUTIONS	
Registration Number:	2673378	EAP EXPRESS	
Registration Number:	3572940	HEALTHYMINDS	
Registration Number:	3089322	VALUEOPTIONS	
Registration Number:	3151439	VALUEOPTIONS	
Registration Number:	3721022	BRAIDED FUNDING	
Registration Number:	3917674	VALUEOPTIONS BRAIDED FUNDING	
Registration Number:	3659288	OPT4WELLNESS	
Registration Number:	3984112	PROVIDERCONNECT	
Registration Number:	3674713	RXMANAGER	

OP \$865.00 2701189

Registration Number:	3689013	VALUEOPTIONS GOLD STANDARD EAP
Registration Number:	3772791	VALUEOPTIONS GREEN
Registration Number:	3662903	VALUEOPTIONS HIGH PERFORMANCE WELLNESS
Registration Number:	3623914	VALUEOPTIONS IMPROVING BEHAVIOR TO IMPRO
Registration Number:	3888628	V VALUEOPTIONS INNOVATIVE SOLUTIONS. BET
Registration Number:	3707558	VALUEOPTIONS WELL BUSINESS PREFERRED
Registration Number:	3659227	VALUEOPTIONS WELL WORKER
Registration Number:	3662904	VALUEOPTIONS WORKSITE BEHAVIORAL MANAGEM
Registration Number:	3664061	VALUE ADDED
Registration Number:	3627573	VALUEOPTIONS MIND BODY HEALTH SOLUTIONS
Registration Number:	3627574	VALUEOPTIONS MIND BODY HEALTH SOLUTIONS
Registration Number:	3627575	VALUEOPTIONS MIND BODY HEALTH SOLUTIONS-
Registration Number:	3750270	VALUESELECT
Registration Number:	3493622	STAYS SAFE
Registration Number:	3872593	INTELLIGENCECONNECT
Registration Number:	4350538	VALUEOPTIONS HEALTH ALERT
Registration Number:	4358284	PEERCONNECT
Registration Number:	2865003	MBHP
Serial Number:	85779945	VPROVIDERCONNECT
Serial Number:	85926010	STAMP OUT STIGMA
Registration Number:	2865004	MBHP MASSACHUSETTS BEHAVIORAL HEALTH PAR
Registration Number:	3232269	FHC HEALTH SYSTEMS
Registration Number:	3457802	FHC
Registration Number:	1789595	HEALTH MANAGEMENT STRATEGIES

CORRESPONDENCE DATA

Fax Number:

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

Email: james.murray@wolterskluwer.com

Correspondent Name: Robin Riley

Address Line 1: 75 East 55th Street

Address Line 2: Paul Hastings LLP

Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER:

Robin Riley

Signature:

/james murray/

TRADEMARK
REEL: 005074 FRAME: 0047

07/19/2013

Total Attachments: 11

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AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

Amended and Restated Trademark Security Agreement, dated as of July 9, 2013 (as amended, restated or otherwise modified, the "Trademark Security Agreement"), among ValueOptions, Inc., Health Management Strategies International, Inc., Massachusetts Behavioral Health Partnership and FHC Health Systems, Inc. (collectively, "Grantors") and UBS AG, STAMFORD BRANCH, in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the "Collateral Agent").

WHEREAS, pursuant to the Amended and Restated Term Loan and Revolving Credit and Guaranty Agreement, originally dated as of December 13, 2007, as amended and restated as of July 9, 2013 (as the same may be modified from time to time, the "Credit Agreement") by and among FHC Health Systems, Inc. ("Borrower"), each of the other Guarantors (as defined in the Credit Agreement) party thereto, the lenders from time to time party thereto, UBS AG, Stamford Branch, as administrative agent and collateral agent and the other agents and person party thereto, the Secured Parties (as defined in the Credit Agreement) have agreed to make certain extensions of credit and other accommodations available to Borrower from time to time pursuant to the terms and conditions thereof;

WHEREAS, Grantors are party to that certain Trademark Security Agreement, dated as of December 13, 2007 (as amended, supplemented, or otherwise modified from time to time, the "Existing Trademark Security Agreement"), by and among Grantors and Wells Fargo Bank, N.A. (as successor-in-interest to Wachovia Bank, National Association, "Wells Fargo"), and Grantors and Collateral Agent wish to amend and restate the Existing Trademark Security Agreement in its entirety as set forth herein;

WHEREAS, pursuant to that certain Resignation and Acceptance Agreement (First Lien) dated as of April 8, 2013 by and among Wells Fargo, UBS AG, Stamford Branch and certain other parties specified therein, Wells Fargo resigned as collateral agent under the Existing Trademark Security Agreement, and UBS AG, Stamford Branch assumed the rights, powers, privileges, obligations and duties of Wells Fargo under the Existing Trademark Security Agreement;

WHEREAS, the Secured Parties are willing to make extensions of credit and other accommodations available to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of the Secured Parties, that certain Amended and Restated Pledge and Security Agreement, dated as of July 9, 2013 (as amended and restated on such date the same may be further modified from time to time, the "Pledge and Security Agreement"); and

WHEREAS, pursuant to the Pledge and Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Parties to enter into the Credit Agreement, the Grantors hereby agree with Collateral Agent that the

Existing Trademark Security Agreement is amended and restated in its entirety pursuant to the terms of this Trademark Security Agreement, and further agree as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby grants to Collateral Agent, for the Collateral Agent's benefit and for the benefit of the Secured Parties, a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, in each case whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) all United States, state and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, trade styles, service marks, certifications marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing, including, but not limited to the registrations and applications referred to on Schedule I hereto, all of the goodwill of the business connected with the use of and symbolized by the foregoing, the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit (collectively, "Trademarks"); and

(b) any and all agreements providing for the granting of any right in or to Trademarks (whether such Grantor is licensee or licensor thereunder) including those referred to on Schedule I hereto (collectively, "Trademark Licenses").

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York without regard to conflict of laws principles thereto.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

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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:

VALUEOPTIONS, INC.

By: Paul M. Rosenberg
Name: Paul M. Rosenberg
Title: Secretary

HEALTH MANAGEMENT STRATEGIES
INTERNATIONAL, INC.

By: Rebecca H. White
Name: Rebecca H. White
Title: Asst. Secretary

MASSACHUSETTS BEHAVIORAL HEALTH
PARTNERSHIP


By: Rebecca H. White
Name: Rebecca H. White
Title: Asst. Secy, Value Options, Inc., General Partner

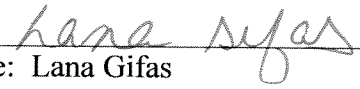
FHC HEALTH SYSTEMS, INC.

By: Paul M. Rosenberg
Name: Paul M. Rosenberg
Title: Secretary

Accepted and Agreed by:

UBS AG, STAMFORD BRANCH, as Collateral
Agent

By: 
Name: Joselin Fernandes
Title: Associate Director

By: 
Name: Lana Gifas
Title: Director

Schedule I

Trademarks

FEDERAL TRADEMARKS

OWNER	MARK	CLASS	STATUS
ValueOptions, Inc.	Achieve Solutions	42	Registered Reg. No. 2,701,189
ValueOptions, Inc.	EAP Express	44	Registered Reg. No. 2,673,378 ¹
ValueOptions, Inc.	HealthyMinds	44	Registered Reg. No. 3,572,940
ValueOptions, Inc.	ValueOptions	44	Registered. Reg. No. 3,089,322
ValueOptions, Inc.	ValueOptions and design	44	Registered Reg. No. 3,151,439
ValueOptions, Inc.	Braided Funding and design	35	Registered Reg. No. 3,721,022
ValueOptions, Inc.	ValueOptions Braided Funding	35	Registered Reg. No. 3,917,674

¹ Registration will lapse July7, 2013; renewal will not be filed due to nonuse.

OWNER	MARK	CLASS	STATUS
ValueOptions, Inc.	Opt4Wellness	44	Registered Reg. No. 3,659,288
ValueOptions, Inc.	ProviderConnect	44	Registered Reg. No. 3,984,112
ValueOptions, Inc.	RXMANAGER	44	Registered Reg. No. 3,674,713
ValueOptions, Inc.	ValueOptions Gold Standard EAP	35	Registered Reg. No. 3,689,013
ValueOptions, Inc.	ValueOptions Green	44	Registered Reg. No. 3,772,791
ValueOptions, Inc.	ValueOptions High Performance Wellness	35	Registered Reg. No. 3,662,903
ValueOptions, Inc.	ValueOptions Improving Behavior to Improve Health	44	Registered Reg. No. 3,623,914
ValueOptions, Inc.	ValueOptions Innovative Solutions. Better Health. (and design)	44	Registered Reg. No. 3,888,628
ValueOptions, Inc.	ValueOptions Well Business Preferred	44	Registered Reg. No. 3,707,558
ValueOptions, Inc.	ValueOptions Well Worker	44	Registered Reg. No. 3,659,227
ValueOptions, Inc.	ValueOptions Worksite Behavioral Management	35	Registered Reg. No. 3,662,904
ValueOptions, Inc.	Value Added	44	Registered Reg. No. 3,664,061

OWNER	MARK	CLASS	STATUS
ValueOptions, Inc.	ValueOptions Mind Body Health Solutions	44	Registered Reg. No. 3,627,573
ValueOptions, Inc.	ValueOptions Mind Body Health Solutions – Pharmacy	44	Registered Reg. No. 3,627,574
ValueOptions, Inc.	ValueOptions Mind Body Health Solutions– Total Health	44	Registered Reg. No. 3,627,575
ValueOptions, Inc.	ValueSelect	44	Registered Reg. No. 3,750,270
ValueOptions, Inc.	StaySafe	35	Registered Reg. No. 3,493,622
ValueOptions, Inc.	IntelligenceConnect	42	Registered Reg. No. 3,872,593
ValueOptions, Inc.	ValueOptions Health Alert	35, 38, 39, 44	Registered Reg. No. 4,350,538
ValueOptions, Inc.	PeerConnect	44	Registered Reg. No. 4,358,284
ValueOptions, Inc.	vProviderConnect	38, 44	Pending Serial No. 85/779,945
ValueOptions, Inc.	Stamp Out Stigma	35	Pending Serial No. 85/926,010
Massachusetts Behavioral Health Partnership	MBHP	44	Registered Reg. No. 2,865,003

OWNER	MARK	CLASS	STATUS
Massachusetts Behavioral Health Partnership	MBHP MASSACHUSETTS BEHAVIORAL HEALTH PARTNERSHIP (design mark)	44	Registered Reg. No. 2,865,004
FHC Health Systems, Inc.	FHC Health Systems	44	Registered Reg. No. 3,232,269
FHC Health Systems, Inc.	FHC	44	Registered Reg. No. 3,457,802
Health Management Strategies International, Inc.	Health Management Strategies	35	Registered Reg. No. 1,789,595

F) Trademark Licenses

None.