

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM314100

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
CITIBANK, N.A.		07/23/2014	BANK: SOUTH DAKOTA

RECEIVING PARTY DATA

Name:	MAGELLAN HEALTH SERVICES, INC.
Street Address:	6950 COLUMBIA GATEWAY DRIVE
City:	COLUMBIA
State/Country:	MARYLAND
Postal Code:	21046
Entity Type:	CORPORATION: DELAWARE
Name:	NATIONAL IMAGING ASSOCIATES, INC.
Street Address:	6950 COLUMBIA GATEWAY DRIVE
City:	COLUMBIA
State/Country:	MARYLAND
Postal Code:	21046
Entity Type:	CORPORATION: DELAWARE
Name:	MAGELLAN HEALTH, INC.
Street Address:	6950 COLUMBIA GATEWAY DRIVE
City:	COLUMBIA
State/Country:	MARYLAND
Postal Code:	21046
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Serial Number:	77905147	MAGELLAN MED MANAGEMENT (M3)
Registration Number:	3863698	CARDIACCONNECTIONS
Registration Number:	3442398	LIVING HEALTHY BEING WELL
Registration Number:	3420074	LIVING HEALTHY BEING WELL
Registration Number:	3345305	LIVING HEALTHY CHOOSING WELL
Registration Number:	2777230	LIVING HEALTHY WORKING WELL
Registration Number:	3862564	MAGELLAN AUTISM CONNECTIONS
Registration Number:	2426114	MAGELLAN BEHAVIORAL HEALTH

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3227013	MAGELLAN CONDITION CARE MANAGEMENT
Registration Number:	3336359	MAGELLAN ENHANCEDMED
Registration Number:	2252289	MAGELLAN HEALTH SERVICES
Registration Number:	3056887	MAGELLAN HEALTH SERVICES
Registration Number:	3727053	NAVIGO
Registration Number:	3866475	OUTCOMES360
Registration Number:	3774005	THE BEHAVIORAL KEY TO THE MEDICAL HOME
Registration Number:	3151034	NIA
Registration Number:	2488942	RADMD

CORRESPONDENCE DATA

Fax Number: 2123108007

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

Phone: 2123108000

Email: maria.lei@weil.com,
justin.gilmartin@weil.com,devon.goldberg@weil.com

Correspondent Name: MARIA LEI

Address Line 1: WEIL, GOTSHAL & MANGES LLP

Address Line 2: 767 FIFTH AVENUE

Address Line 4: NEW YORK, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	61107.0011.A716 (LEI)
NAME OF SUBMITTER:	Devon J. Goldberg
SIGNATURE:	/Devon J. Goldberg/
DATE SIGNED:	08/14/2014

Total Attachments: 6

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INTELLECTUAL PROPERTY SECURITY RELEASE AGREEMENT

This INTELLECTUAL PROPERTY SECURITY RELEASE AGREEMENT is dated as of July 23, 2014 (the "***IP Security Release***") and executed and delivered by Citibank, N.A., as administrative agent and collateral agent (in such capacity, the "***Collateral Agent***") for the Lenders (as such term is defined in the Credit Agreement, dated as of December 9, 2011 (as amended, amended and restated, supplemented or otherwise modified through the date hereof, the "***Credit Agreement***") by and among Magellan Healthcare, Inc. (f/k/a Magellan Behavioral Health, Inc.), Magellan Health, Inc. (f/k/a Magellan Health Services, Inc.), the lenders party thereto from time to time and the Collateral Agent) in favor of Magellan Healthcare, Inc., Magellan Health, Inc., Green Spring Health Services, Inc. and National Imaging Associates, Inc. (each, a "***Grantor***," and collectively the "***Grantors***"). All capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to those terms in the Security Agreement, dated as of December 9, 2011 made by the Grantors, the other assignors from time to time party thereto and the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified through the date hereof, the "***Security Agreement***").

WHEREAS, pursuant to that certain Grant of Security Interest in United States Copyrights dated as of December 9, 2010 (the "***Copyright Security Agreement***"), each Grantor party thereto granted to the Collateral Agent a security interest in all of such Grantor's right, title and interest in, to and under the copyrights and copyright registrations and applications therefor set forth in Schedule A attached hereto (collectively, the "***Copyright Collateral***");

WHEREAS, pursuant to that certain Grant of Security Interest in United States Trademarks dated as of December 9, 2011 (the "***Trademark Security Agreement***"), each Grantor party thereto granted to the Collateral Agent a security interest in, (i) all of such Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "***Marks***") set forth in Schedule B attached hereto, (ii) all Proceeds and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after December 9, 2011 for infringement of any of the Marks or unfair competition regarding the same (collectively, the "***Trademark Collateral***");

WHEREAS, the Copyright Security Agreement was recorded with the United States Copyright Office on December 20, 2011 in volume 3611 document number 881 and the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on December 12, 2011 on reel 004676 frame 0638; and

WHEREAS, the Collateral Agent desires to release its security interest in and to the Copyright Collateral and the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Collateral Agent and the Grantors hereby agree as follows:

SECTION 1. Release of Security Interest. The Collateral Agent does hereby release and convey to the Grantors, without recourse, representation or warranty of any kind, all of the Collateral Agent's right, title and interest in and to the Copyright Collateral and the

Trademark Collateral. Without limiting the generality of the foregoing, the Collateral Agent hereby authorizes the Grantors (or any person or entity designated by the Grantors as its delegate for this purpose) to file any notices, terminations or amendments, as applicable with the United States Patent and Trademark Office, the United States Copyright Office or any Secretary of State that are necessary to effectuate, or reflect of public record, the release and conveyance described herein.

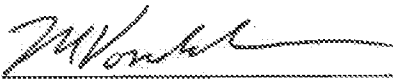
SECTION 2. Execution in Counterparts. This IP Security Release may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this IP Security Release by facsimile or other electronic means will be as effective as delivery of a manually executed counterpart of this IP Security Release.

SECTION 3. Governing Law. This IP Security Release and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the party hereto has caused this IP Security Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

CITIBANK, N.A., not in its individual capacity but solely as Collateral Agent

By: 
Name: Michael Vondriska
Title: Vice President

Schedule A

U.S. Copyright Registrations

TITLE	APPLICATION TITLE	REG. NO.	REG. DATE	GRANTOR
Client services and clinical disaster recovery plan.		TXu638293	9/9/1994	Green Spring Health Services, Inc.
The primary care physician's practical office guidelines for the medical management of outpatient detoxification.		TXu615008	1/11/1994	Green Spring Health Services, Inc.
Client services and clinical disaster recovery plan.		TXu604227	10/6/1993	Green Spring Health Services, Inc.
Levels of care.		TX3542394	5/4/1993	Green Spring Health Services, Inc.
Adult and adolescent intensive outpatient treatment criteria for substance abuse.		TX3542393	5/4/1993	Green Spring Health Services, Inc.
Adult and adolescent partial hospital/day treatment criteria for substance abuse.		TX3542392	5/4/1993	Green Spring Health Services, Inc.
Psychiatric criteria for residential treatment facilities (RTC) for children and adolescents.		TX3464072	11/10/1992	Green Spring Health Services, Inc.
Green Spring Health Services, Inc., utilization management manual.	Utilization management manual.	TX3345782	6/4/1992	Green Spring Health Services, Inc.
Outpatient mental health and substance abuse authorization criteria.		TX3345781	6/4/1992	Green Spring Health Services, Inc.
Adult and adolescent psychiatric partial hospitalization criteria.		TX3345780	6/4/1992	Green Spring Health Services, Inc.
Adult psychiatric hospitalization criteria.		TX3345779	6/4/1992	Green Spring Health Services, Inc.
Hospitalization criteria for substance dependency (applies to psychiatric and acute general hospitals).		TX3345778	6/4/1992	Green Spring Health Services, Inc.

Child and adolescent psychiatric hospitalization criteria.		TX3345777	6/4/1992	Green Spring Health Services, Inc.
Residential treatment criteria for substance abuse.		TX3345776	6/4/1992	Green Spring Health Services, Inc.
Individual network provider core application.		TX3339890	6/4/1992	Green Spring Health Services, Inc.
Card management model: clinical policies and procedures.		TX3335401	6/4/1992	Green Spring Health Services, Inc.
Criteria for admission and length of stay for alcohol/drug detoxification in an inpatient setting.		TX3330776	6/4/1992	Green Spring Health Services, Inc.
Documentation for therapeutic leave of absence.		TX3330775	6/4/1992	Green Spring Health Services, Inc.
Filters.	TRF filter classes, TF filter weights.	TXu975272	10/16/2000	Magellan Behavioral Health, Inc.
Treatment request form (TRF).		TXu975271	10/16/2000	Magellan Behavioral Health, Inc.

Schedule B

U.S. Trademark Applications

MARK	GRANTOR	REG. NO.	REG. DATE
MAGELLAN MED MANAGEMENT (M3)	Magellan Health Services, Inc.	77/905,147	1/5/2010

U.S. Trademark Registrations

MARK	GRANTOR	REG. NO.	REG. DATE
CARDIACCONNECTIONS	Magellan Health Services, Inc.	3,863,698	10/19/2010
LIVING HEALTHY BEING WELL	Magellan Health Services, Inc.	3,442,398	06/03/2008
LIVING HEALTHY BEING WELL	Magellan Health Services, Inc.	3,420,074	04/29/2008
LIVING HEALTHY, CHOOSING WELL	Magellan Health Services, Inc.	3,345,305	11/27/2007
LIVING HEALTHY WORKING WELL	Magellan Health Services, Inc.	2,777,230	10/28/2003
MAGELLAN AUTISM CONNECTIONS	Magellan Health Services, Inc.	3,862,564	10/19/2010
MAGELLAN BEHAVIORAL HEALTH	Magellan Health Services, Inc.	2,426,114	2/6/2001
MAGELLAN CONDITION CARE MANAGEMENT	Magellan Health Services, Inc.	3,227,013	4/10/2007
MAGELLAN ENHANCED (Stylized)	Magellan Health Services, Inc.	3,336,359	11/13/2007
MAGELLAN HEALTH SERVICES	Magellan Health Services, Inc.	2,252,289	6/15/1999
MAGELLAN HEALTH SERVICES and DESIGN	Magellan Health Services, Inc.	3,056,887	02/07/2006



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