

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM323063

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
HealthPlan Holdings, Inc.		11/12/2014	CORPORATION: DELAWARE
Zenith American Holding, Inc.		11/12/2014	CORPORATION: DELAWARE
Zenith American Solutions, Inc.		11/12/2014	CORPORATION: MARYLAND
GEMGroup, Inc.		11/12/2014	CORPORATION: PENNSYLVANIA
HealthPlan Services Insurance Agency, Inc.		11/12/2014	CORPORATION: FLORIDA
HealthPlan Services, Inc.		11/12/2014	CORPORATION: FLORIDA
Harrington Health Services, Inc.		11/12/2014	CORPORATION: DELAWARE
HPH-TH Holdings, Inc.		11/12/2014	CORPORATION: DELAWARE
HPH Holdings Corp.		11/12/2014	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	General Electric Capital Corporation, as Administrative Agent
Street Address:	500 West Monroe Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60661
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	3806082	APEX
Registration Number:	3887634	ATLAS
Registration Number:	3660503	
Registration Number:	2513915	DIAMOND-TRUST
Registration Number:	2560948	EMERALD-TRAC
Registration Number:	4541611	EXCHANGELINK
Registration Number:	2511552	G
Registration Number:	2511553	GEMGROUP
Registration Number:	4531731	GO-TO-EXCHANGE

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	2521638	RUBY-PLUS
Registration Number:	2459158	TOPAZ-DIRECT
Registration Number:	1597781	ZENITH ADMINISTRATORS
Registration Number:	4037806	Z ZENITH ADMINISTRATORS
Registration Number:	4266690	ZENITH AMERICAN SOLUTIONS
Registration Number:	4413421	ZENITH AMERICAN SOLUTIONS

CORRESPONDENCE DATA

Fax Number: 4044435697
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: 404-443-5702
Email: lallen@mcguirewoods.com
Correspondent Name: Gerum Yilma, Esq.
Address Line 1: McGuireWoods LLP
Address Line 2: 1230 Peachtree St., N.E., Ste 2100
Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	2060236-0106 HEALTHPLAN
NAME OF SUBMITTER:	Latosha E. Allen
SIGNATURE:	/Latosha E. Allen/
DATE SIGNED:	11/12/2014

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of November 12, 2014, is made by each of the entities listed on the signature pages hereof (each a "Grantor" and, collectively, the "Grantors"), in favor of **GENERAL ELECTRIC CAPITAL CORPORATION** ("GE Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Credit Agreement referred to below) and the other Secured Parties.

WITNESSETH:

WHEREAS, pursuant to the Credit Agreement, dated as of November 12, 2014 (as the same may be amended, refinanced, replaced, restated, supplemented and/or modified from time to time, the "Credit Agreement"), by and among **ZENITH AMERICAN SOLUTIONS, INC.**, a Maryland corporation ("Zenith"), **GEMGROUP, INC.**, a Pennsylvania corporation ("GEM"), **HEALTHPLAN SERVICES, INC.**, a Florida corporation ("HPS"), **HARRINGTON HEALTH SERVICES, INC.**, a Delaware corporation ("Harrington"), **HEALTHPLAN SERVICES INSURANCE AGENCY, INC.**, a Florida corporation ("HPSIA"), **ZENITH AMERICAN HOLDING, INC.**, a Delaware corporation ("Zenith Holding"), **HEALTHPLAN HOLDING, INC.**, a Delaware corporation ("HPH" and, together with Zenith, GEM, HPS, Harrington and Zenith Holding, the "Borrowers" and each a "Borrower"), the other Credit Parties from time to time party thereto, the Lenders and the L/C Issuers from time to time party thereto and GE Capital, as Administrative Agent for the Lenders and the L/C Issuers, the Lenders and the L/C Issuers have severally agreed to make extensions of credit to the Borrowers upon the terms and subject to the conditions set forth therein;

WHEREAS, each Grantor has agreed, pursuant to a Guaranty and Security Agreement of even date herewith in favor of Administrative Agent (and such agreement may be amended, refinanced, replaced, restated, supplemented or otherwise modified from time to time, the "Guaranty and Security Agreement"), to guarantee the Obligations (as defined in the Credit Agreement) of each Credit Party (other than such Grantor); and

WHEREAS, all of the Grantors are party to the Guaranty and Security Agreement pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Lenders, the L/C Issuers and Administrative Agent to enter into the Credit Agreement and to induce the Lenders and the L/C Issuers to make their respective extensions of credit to the Borrowers thereunder, each Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement and/or the Credit Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of such Grantor, hereby mortgages, pledges and hypothecates to Administrative Agent for the benefit of the Secured

Parties, and grants to Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

(a) all of its Trademarks and all exclusive IP Licenses providing for the grant to such Grantor of an exclusive right under a third party's registered or applied for Trademark, identified by registration or application number, including, without limitation, those referred to on Schedule 1 hereto;

(b) all renewals and extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(d) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no grant of any Lien or security interest shall be deemed granted hereunder on or in any "intent to use" Trademark application for which a statement of use has not been filed and accepted with the U.S. Patent and Trademark Office.

Section 3. Guaranty and Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Administrative Agent pursuant to the Guaranty and Security Agreement and each Grantor hereby acknowledges and agrees that the rights and remedies of Administrative with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of a conflict between the provisions of this Trademark Security Agreement and the Guaranty and Security Agreement, the Guaranty and Security Agreement shall control.

Section 4. Grantor Remains Liable. Each Grantor hereby agrees that, anything herein to the contrary notwithstanding, such Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and exclusive IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate 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. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.


Section 6. Governing Law. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO SHALL BE GOVERNED

BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF
THE STATE OF NEW YORK.

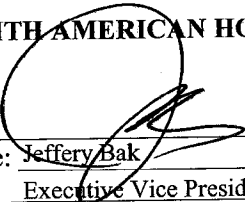
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, each 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.

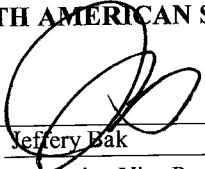
HEALTHPLAN HOLDINGS, INC., as Grantor

By: 
Name: Jeffery Bak
Title: Chief Executive Officer, President and Treasurer

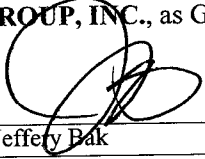
ZENITH AMERICAN HOLDING, INC., as Grantor

By: 
Name: Jeffery Bak
Title: Executive Vice President

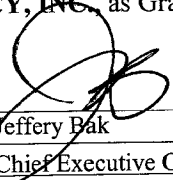
ZENITH AMERICAN SOLUTIONS, INC., as Grantor

By: 
Name: Jeffery Bak
Title: Executive Vice President

GEMGROUP, INC., as Grantor

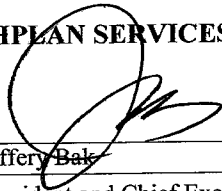
By: 
Name: Jeffery Bak
Title: Executive Vice President

HEALTHPLAN SERVICES INSURANCE AGENCY, INC., as Grantor

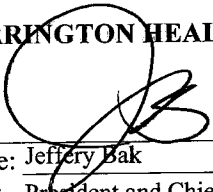
By: 
Name: Jeffery Bak
Title: Chief Executive Officer

HEALTHPLAN HOLDINGS, INC.
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

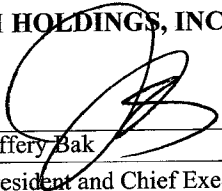
HEALTHPLAN SERVICES, INC., as Grantor

By: 
Name: Jeffery Bak
Title: President and Chief Executive Officer

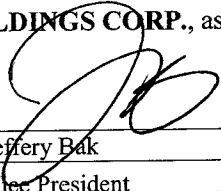
HARRINGTON HEALTH SERVICES, INC., as Grantor

By: 
Name: Jeffery Bak
Title: President and Chief Executive Officer

HPH-TH HOLDINGS, INC., as Grantor

By: 
Name: Jeffery Bak
Title: President and Chief Executive Officer

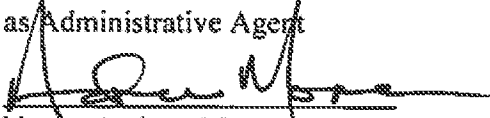
HPH HOLDINGS CORP., as Grantor

By: 
Name: Jeffery Bak
Title: Vice President

HEALTHPLAN HOLDINGS, INC.
TRADEMARK SECURITY AGREEMENT
SIGNATURE PAGE

ACCEPTED AND AGREED
as of the date first above written:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Administrative Agent

By: 
Name: Andrew Moore
Title: Duly Authorized Signatory

Schedule 1

Trademarks

Name of Mark	Record Owner	Jurisdiction	Serial Number	Registration Number
Apex	Zenith	US	77830175	3806082
Atlas	Zenith	US	77830200	3887634
Design Mark	HealthPlan Holdings, Inc.	US	77633966	3660503
Diamond-Trust	GEMGroup, Inc.	US	75782268	2513915
Emerald-Trac	GEMGroup, Inc.	US	75781938	2560948
ExchangeLink	HealthPlan	US	85809801	4541611
G Design	GEMGroup, Inc.	US	75781937	2511552
GEMGROUP	GEMGroup, Inc.	US	75781958	2511553
Go-To-Exchange	HealthPlan	US	85809806	4531731
RUBY-PLUS	GEMGroup, Inc.	US	75782269	2521638
Topaz Direct	GEMGroup, Inc.	US	75782008	2459158
Zenith Administrators	Zenith	US	73805058	1597781
Zenith Administrators - Logo (Design)	Zenith	US	85239088	4037806
Zenith American Solutions	Zenith	US	85445761	4266690
Zenith American Solutions - Logo (Design)	Zenith	US	85754852	4413421