

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327289

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks (Reel 3727, Frame 0580)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation		12/23/2014	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	ValueOptions, Inc.
Street Address:	240 Corporate Boulevard
City:	Norfolk
State/Country:	VIRGINIA
Postal Code:	23502
Entity Type:	CORPORATION: VIRGINIA
Name:	Massachusetts Behavioral Health Partnership
Street Address:	1000 Washington Street
Internal Address:	Suite 310
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02118
Entity Type:	PARTNERSHIP: MASSACHUSETTS
Composed Of:	<ul style="list-style-type: none"> • Options Health Care, Inc., DELAWARE, CORPORATION • ValueOptions, Inc., VIRGINIA, CORPORATION
Name:	FHC Health Systems, Inc.
Street Address:	240 Corporate Boulevard
City:	Norfolk
State/Country:	VIRGINIA
Postal Code:	23502
Entity Type:	CORPORATION: VIRGINIA

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3457802	FHC
Registration Number:	3232269	FHC HEALTH SYSTEMS
Registration Number:	2701189	ACHIEVE SOLUTIONS
Registration Number:	3572940	HEALTHYMINDS

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3493622	STAYSAFE
Registration Number:	3664061	VALUE ADDED
Registration Number:	3089322	VALUEOPTIONS
Registration Number:	3151439	VALUEOPTIONS
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:	2865003	MBHP
Registration Number:	2865004	MBHP MASSACHUSETTS BEHAVIORAL HEALTH PAR

CORRESPONDENCE DATA

Fax Number: 2129096836

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: 212-909-6000

Email: trademarks@debevoise.com

Correspondent Name: Max Shaul, Esq.

Address Line 1: 919 Third Avenue

Address Line 2: Debevoise & Plimpton LLP

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER: 22606-4008

NAME OF SUBMITTER: Max Shaul

SIGNATURE: /Max Shaul/

DATE SIGNED: 12/24/2014

Total Attachments: 4

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RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of December 23, 2014 (the “Effective Date”), by GENERAL ELECTRIC CAPITAL CORPORATION, in its capacity as collateral agent for the Secured Parties (together with successors and assigns in such capacity, the “Collateral Agent”), in favor of ValueOptions, Inc., Massachusetts Behavioral Health Partnership, and FHC Health Systems, Inc. (collectively, the “Grantors” and, each, a “Grantor”). Unless otherwise defined herein, terms defined in the Security Agreement (defined below) and used herein have the meaning given to them in the Security Agreement.

WHEREAS, the Grantors, the other grantors party thereto and Merrill Lynch Capital, a division of Merrill Lynch Business Financial Services Inc., in its capacity as collateral agent for the Secured Parties (“Merrill Lynch”) entered into a Pledge and Security Agreement, dated as of December 13, 2007 (the “Security Agreement”), pursuant to which the Grantors executed and delivered to Merrill Lynch that certain Trademark Security Agreement, dated as of December 13, 2007 (as amended, restated or otherwise modified from time to time, the “Trademark Security Agreement”);

WHEREAS, pursuant to the terms and conditions of the Security Agreement and the Trademark Security Agreement, each Grantor pledged and granted to Merrill Lynch, for the benefit of the Secured Parties, a security interest in all of such Grantor’s right, title and interest in, to and under the following, whether then-presently existing or thereafter created or acquired (collectively, the “Trademark Collateral”): (a) all United States, and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, 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: (i) the registrations and applications referred to on Schedule I hereto (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) 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;

WHEREAS, the Trademark Security Agreement was recorded with the Assignment Division of the U.S. Patent and Trademark Office on February 27, 2008 at Reel 3727, Frame 0580; and

WHEREAS, pursuant to that certain Trademark Transfer and Assignment effective as of December 21, 2012, GE Business Financial Services Inc. (f/k/a Merrill Lynch) transferred all of its right, title and interest in and to the Trademark Collateral arising under the Trademark Security Agreement to the Collateral Agent, which transfer was recorded with the Assignment Division of the U.S. Patent and Trademark Office on April 26, 2013 at Reel 5015, Frame 0265, with a corrective filing with respect thereto recorded with the Assignment Division of the U.S. Patent and Trademark Office on September 13, 2013 at Reel 5111, Frame 0547.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Collateral Agent, for the benefit of the Secured Parties, hereby agrees as follows:

The Collateral Agent hereby terminates the Trademark Security Agreement, and hereby terminates and releases the security interest in the Trademark Collateral arising under the Security Agreement and the Trademark Security Agreement.

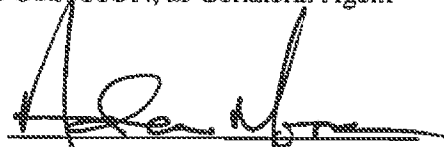
If and to the extent the Collateral Agent has acquired any right, title or interest in, to or under any of the Trademark Collateral, it hereby irrevocably reassigns and retransfers all such right, title and interest to the applicable Grantor.

This Release 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.

IN WITNESS WHEREOF, the Collateral Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Collateral Agent

By:



Name: Andrew D. Moore

Title: Duly Authorized Signatory

SCHEDULE I
to
RELEASE OF SECURITY INTEREST IN TRADEMARKS

Trademarks:

	Mark	Registration Number Registration Date	Owner
1.	FHC	3457802 7/1/2008	FHC Health Systems, Inc.
2.	FHC HEALTH SYSTEMS	3232269 4/24/2007	FHC Health Systems, Inc.
3.	ACHIEVE SOLUTIONS	2701189 3/25/2003	ValueOptions, Inc.
4.	HEALTHY MINDS	3572940 2/10/2009	ValueOptions, Inc.
5.	STAYSAFE	3493622 8/26/2008	ValueOptions, Inc.
6.	VALUE ADDED	3664061 8/4/2009	ValueOptions, Inc.
7.	VALUEOPTIONS	3089322 5/9/2006	ValueOptions, Inc.
8.	VALUEOPTIONS (and design)	3151439 10/3/2006	ValueOptions, Inc.
9.	VALUEOPTIONS MIND BODY HEALTH SOLUTIONS	3627573 5/26/2009	ValueOptions, Inc.
10.	VALUEOPTIONS MIND BODY HEALTH SOLUTIONS - PHARMACY	3627574 5/26/2009	ValueOptions, Inc.
11.	VALUEOPTIONS MIND BODY HEALTH SOLUTIONS-TOTAL HEALTH	3627575 5/26/2009	ValueOptions, Inc.
12.	VALUESELECT	3750270 2/16/2010	ValueOptions, Inc.
13.	MBHP	2865003 7/20/2004	Massachusetts Behavioral Health Partnership
14.	MBHP MASSACHUSETTS BEHAVIORAL HEALTH PARTNERSHIP (and design)	2865004 7/20/2004	Massachusetts Behavioral Health Partnership

Trademark Licenses:

None