

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM327292

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks (Reel 5074, Frame 0046)

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
UBS AG, Stamford Branch		12/23/2014	CORPORATION: SWITZERLAND

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: 32

Property Type	Number	Word Mark
Registration Number:	3457802	FHC
Registration Number:	3232269	FHC HEALTH SYSTEMS
Registration Number:	2701189	ACHIEVE SOLUTIONS
Registration Number:	3721022	BRAIDED FUNDING

TRADEMARK

Property Type	Number	Word Mark
Registration Number:	3572940	HEALTHYMINDS
Registration Number:	3872593	INTELLIGENCECONNECT
Registration Number:	3659288	OPT4WELLNESS
Registration Number:	4358284	PEERCONNECT
Registration Number:	3984112	PROVIDERCONNECT
Registration Number:	3674713	RXMANAGER
Registration Number:	4454591	STAMP OUT STIGMA
Registration Number:	3493622	STAYSAFE
Registration Number:	3888628	V VALUEOPTIONS INNOVATIVE SOLUTIONS. BET
Registration Number:	3664061	VALUE ADDED
Registration Number:	3089322	VALUEOPTIONS
Registration Number:	3151439	VALUEOPTIONS
Registration Number:	3917674	VALUEOPTIONS BRAIDED FUNDING
Registration Number:	3689013	VALUEOPTIONS GOLD STANDARD EAP
Registration Number:	3772791	VALUEOPTIONS GREEN
Registration Number:	4350538	VALUEOPTIONS HEALTH ALERT
Registration Number:	3662903	VALUEOPTIONS HIGH PERFORMANCE WELLNESS
Registration Number:	3623914	VALUEOPTIONS IMPROVING BEHAVIOR TO IMPRO
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:	3707558	VALUEOPTIONS WELL BUSINESS PREFERRED
Registration Number:	3659227	VALUEOPTIONS WELL WORKER
Registration Number:	3662904	VALUEOPTIONS WORKSITE BEHAVIORAL MANAGEM
Registration Number:	3750270	VALUESELECT
Registration Number:	4383140	VPROVIDERCONNECT
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

TRADEMARK

REEL: 005429 FRAME: 0385

NAME OF SUBMITTER:	Max Shaul
SIGNATURE:	/Max Shaul/
DATE SIGNED:	12/24/2014
Total Attachments: 5 source=Executed doument_UBS_TM_Mult#page1.tif source=Executed doument_UBS_TM_Mult#page2.tif source=Executed doument_UBS_TM_Mult#page3.tif source=Executed doument_UBS_TM_Mult#page4.tif source=Executed doument_UBS_TM_Mult#page5.tif	

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 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”), 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 the Collateral Agent entered into an Amended and Restated Pledge and Security Agreement, dated as of July 9, 2013 (as amended and restated on such date as the same may be further modified from time to time, the “Security Agreement”), pursuant to which the Grantors executed and delivered to the Collateral Agent that certain Amended and Restated Trademark Security Agreement, dated as of July 9, 2013 (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 granted to the 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; and

WHEREAS, the Trademark Security Agreement was recorded with the Assignment Division of the U.S. Patent and Trademark Office on July 19, 2013 at Reel 5074, Frame 0046.

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

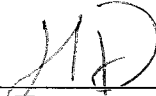
The Collateral Agent hereby terminates the Trademark Security Agreement, and hereby terminates and releases the security interest in and lien on the Trademark Collateral arising under the Security Agreement and the Trademark Security Agreement.

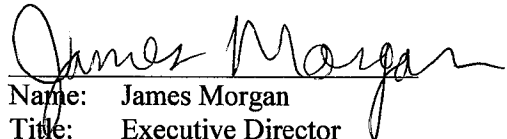
If and to the extent the Collateral Agent has acquired any right, title or interest in, to or under any of the Trademark Collateral, it hereby irrevocably reassigns and retransfers all such right, title and interest to the applicable Grantor.

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:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name: Houssem Daly
Title: Associate Director

By: 
Name: James Morgan
Title: Executive Director

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.	BRAIDED FUNDING (and design)	3721022 12/8/2009	ValueOptions, Inc.
5.	HEALTHY MINDS	3572940 2/10/2009	ValueOptions, Inc.
6.	INTELLIGENCECONNECT	3872593 11/9/2010	ValueOptions, Inc.
7.	OPT4WELLNESS	3659288 7/21/2009	ValueOptions, Inc.
8.	PEERCONNECT	4358284 6/25/2013	ValueOptions, Inc.
9.	PROVIDERCONNECT	3984112 6/28/2011	ValueOptions, Inc.
10.	RXMANAGER	3674713 8/25/2009	ValueOptions, Inc.
11.	STAMP OUT STIGMA	4454591 12/24/2013	ValueOptions, Inc.
12.	STAYS SAFE	3493622 8/26/2008	ValueOptions, Inc.
13.	VALUEOPTIONS INNOVATIVE SOLUTIONS. BETTER HEALTH. (and design)	3888628 12/14/2010	ValueOptions, Inc.
14.	VALUE ADDED	3664061 8/4/2009	ValueOptions, Inc.
15.	VALUEOPTIONS	3089322 5/9/2006	ValueOptions, Inc.
16.	VALUEOPTIONS (and design)	3151439 10/3/2006	ValueOptions, Inc.
17.	VALUEOPTIONS BRAIDED FUNDING	3917674 2/8/2011	ValueOptions, Inc.
18.	VALUEOPTIONS GOLD STANDARD EAP	3689013 9/29/2009	ValueOptions, Inc.
19.	VALUEOPTIONS GREEN	3772791 4/6/2010	ValueOptions, Inc.
20.	VALUEOPTIONS HEALTH ALERT	4350538 6/11/2013	ValueOptions, Inc.

	Mark	Registration Number Registration Date	Owner
21.	VALUEOPTIONS HIGH PERFORMANCE WELLNESS	3662903 8/4/2009	ValueOptions, Inc.
22.	VALUEOPTIONS IMPROVING BEHAVIOR TO IMPROVE HEALTH	3623914 5/19/2009	ValueOptions, Inc.
23.	VALUEOPTIONS MIND BODY HEALTH SOLUTIONS	3627573 5/26/2009	ValueOptions, Inc.
24.	VALUEOPTIONS MIND BODY HEALTH SOLUTIONS - PHARMACY	3627574 5/26/2009	ValueOptions, Inc.
25.	VALUEOPTIONS MIND BODY HEALTH SOLUTIONS-TOTAL HEALTH	3627575 5/26/2009	ValueOptions, Inc.
26.	VALUEOPTIONS WELL BUSINESS PREFERRED	3707558 11/10/2009	ValueOptions, Inc.
27.	VALUEOPTIONS WELL WORKER	3659227 7/21/2009	ValueOptions, Inc.
28.	VALUEOPTIONS WORKSITE BEHAVIORAL MANAGEMENT	3662904 8/4/2009	ValueOptions, Inc.
29.	VALUESELECT	3750270 2/16/2010	ValueOptions, Inc.
30.	VPROVIDERCONNECT	4383140 8/13/2013	ValueOptions, Inc.
31.	MBHP	2865003 7/20/2004	Massachusetts Behavioral Health Partnership
32.	MBHP MASSACHUSETTS BEHAVIORAL HEALTH PARTNERSHIP (and design)	2865004 7/20/2004	Massachusetts Behavioral Health Partnership

Trademark Licenses:

None