

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM327921

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ValueOptions, Inc.		12/23/2014	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch, as Colateral Agent		
Street Address:	677 Washington Blvd.		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Banking Corporation: SWITZERLAND		
PROPERTY NUMBERS Total: 28			
Property Type	Number	Word Mark	
Registration Number:	2701189	ACHIEVE SOLUTIONS	
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	
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	

CH \$715.00 2701189

Property Type	Number	Word Mark
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:	4383140	VPROVIDERCONNECT
Registration Number:	4454591	STAMP OUT STIGMA

CORRESPONDENCE DATA

Fax Number: 2127514864

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: 212-906-1200

Email: angela.amaru@lw.com

Correspondent Name: Latham & Watkins LLP c/o Angela M. Amaru

Address Line 1: 885 Third Avenue

Address Line 2: Suite 1000

Address Line 4: New York, NEW YORK 10022

ATTORNEY DOCKET NUMBER:	029217-0261
NAME OF SUBMITTER:	Angela M. Amaru
SIGNATURE:	/s/ Angela M. Amaru
DATE SIGNED:	01/05/2015

Total Attachments: 5

source=Vista-Value Options Trademark Security Agreement#page1.tif

source=Vista-Value Options Trademark Security Agreement#page2.tif

source=Vista-Value Options Trademark Security Agreement#page3.tif

source=Vista-Value Options Trademark Security Agreement#page4.tif

source=Vista-Value Options Trademark Security Agreement#page5.tif

**NOTICE AND CONFIRMATION OF GRANT OF
SECURITY INTEREST IN U.S. TRADEMARKS**

This NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN U.S. TRADEMARKS (this “Agreement”), dated as of December 23, 2014, is made by ValueOptions, Inc., a Virginia corporation (the “Grantor”), in favor of UBS AG, Stamford Branch, as collateral agent (in such capacity, the “Collateral Agent”) for the several banks and other financial institutions (the “Lenders”) from time to time parties to the Credit Agreement, dated as of December 23, 2014 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among Beacon Health Vista Merger Sub, Inc., a Virginia corporation (“Merger Sub”, and as further defined therein, the “Borrower”), the Lenders from time to time party thereto, and UBS AG, Stamford Branch, as the Administrative Agent, the Collateral Agent, a Letter of Credit Issuer and the Swingline Lender.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower, the Swingline Lender to make the Swingline Loans to the Borrower and the Letter of Credit Issuers have agreed to issue Letters of Credit for the account of Holdings, the Borrower and the Restricted Subsidiaries upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Security Agreement, dated as of December 23, 2014 in favor of the Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”); and

WHEREAS, pursuant to the Security Agreement, Grantor has granted to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in all Trademark Collateral (as defined below).

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce the Lenders to make loans and the Swingline Lender to make the Swingline Loans and the Letter of Credit Issuer to issue Letters of Credit for the account of Holdings, the Borrower and the Restricted Subsidiaries and to induce one or more Lenders or Affiliates of Lenders to enter into Secured Cash Management Agreements or Secured Hedge Agreements with the Borrower and/or its Subsidiaries, Grantor agrees, for the benefit of the Secured Parties, as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.
2. Notice and Confirmation of Grant of Security Interest. Grantor hereby confirms that it has granted a security interest in all of Grantor’s right, title and interest in, to and under the Trademarks constituting Collateral (including, without limitation, those items listed on Schedule A hereto), including the goodwill associated with or symbolized by such Trademarks and all

rights to sue or otherwise recover for any past, present and future infringement, dilution or other impairment thereof, including the right to receive all Proceeds therefrom (collectively, the "Trademark Collateral"), to the Collateral Agent for the benefit of the Secured Parties as collateral security for prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations; provided that, applications in the United States Patent and Trademark Office to register trademarks or service marks on the basis of Grantor's "intent to use" such trademarks or service marks will not be deemed to be Trademark Collateral unless and until an amendment to allege use or a statement of use has been filed and accepted by the United States Patent and Trademark Office, whereupon such application shall be automatically subject to the security interest granted herein and deemed to be included in the Trademark Collateral.

3. Purpose. This Agreement has been executed and delivered by Grantor for the purpose of recording the confirmation of grant of security interest with the United States Patent and Trademark Office. The security interest confirmed hereby has been granted to the Secured Parties in connection with the Security Agreement and is expressly subject to the terms and conditions thereof. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the security interest in the Trademark Collateral are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

6. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

VALUEOPTIONS, INC.,
as the Grantor

By: 

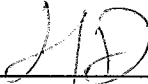
Name: Rebecca White

Title: Assistant Secretary

[Signature Page to Notice and Confirmation of Grant of Security Interest in Trademarks- ValueOptions, Inc.]

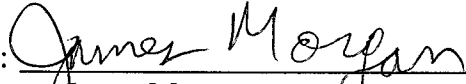
TRADEMARK
REEL: 005434 FRAME: 0080

UBS AG, STAMFORD BRANCH,
as the Collateral Agent

By: _____

Name: Housseem Daly

Title: Associate Director

By: _____

Name: James Morgan

Title: Executive Director

SCHEDULE A

FEDERAL TRADEMARKS

OWNER	MARK	CLASS	STATUS
ValueOptions, Inc.	Achieve Solutions	42	Registered Reg. No. 2,701,189
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
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
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	Registered Reg. No. 4,383,140
ValueOptions, Inc.	Stamp Out Stigma	35	Registered Reg. No. 4,454,591