

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM381177

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	Partial Release of Security Interest
RESUBMIT DOCUMENT ID:	900357038

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Healthcare Financial Solutions, LLC (As Successor Agent)		02/29/2016	Corporation: MARYLAND

RECEIVING PARTY DATA

Name:	Healthplan Services, Inc.
Street Address:	3501 E. Frontage Road
City:	Tampa
State/Country:	FLORIDA
Postal Code:	33607
Entity Type:	Corporation: FLORIDA
Name:	Healthplan Services Insurance Agency, Inc.
Street Address:	3501 E. Frontage Road
City:	Tama
State/Country:	FLORIDA
Postal Code:	33607
Entity Type:	Corporation: FLORIDA
Name:	HPH Holdings Corp.
Street Address:	3501 E. Frontage Road
City:	Tampa
State/Country:	FLORIDA
Postal Code:	33607
Entity Type:	Corporation: DELAWARE
Name:	Healthplan Holdings, Inc.
Street Address:	3501 E. Frontage Road
City:	Tampa
State/Country:	FLORIDA
Postal Code:	33607
Entity Type:	Corporation: DELAWARE
Name:	Harrington Health Services, Inc.
Street Address:	780 Brooksedge Boulevard

TRADEMARK

City:	Westerville
State/Country:	OHIO
Postal Code:	43081
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	3660503	
Registration Number:	4541611	EXCHANGELINK
Registration Number:	4531731	GO-TO-EXCHANGE

CORRESPONDENCE DATA

Fax Number: 2122996264

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) 837-6462

Email: trademarks@hugheshubbard.com

Correspondent Name: Patrice P. Jean, Esq.

Address Line 1: One Battery Park Plaza

Address Line 2: Hughes Hubbard & Reed, LLP

Address Line 4: New York, NEW YORK 10004

ATTORNEY DOCKET NUMBER:	031611.00025
NAME OF SUBMITTER:	Patrice P. Jean, Esq.
SIGNATURE:	/patrice p jean/
DATE SIGNED:	04/19/2016

Total Attachments: 3

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PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS

THIS PARTIAL RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”) is made as of February 29, 2016 (“Effective Date”) by HEALTHCARE FINANCIAL SOLUTIONS, LLC, (as successor by assignment from General Electric Capital Corporation), in its capacity as agent (“Grantee”), in favor of HEALTHPLAN SERVICES, INC., a Florida corporation, HARRINGTON HEALTH SERVICES, INC., a Delaware corporation, HEALTHPLAN SERVICES INSURANCE AGENCY, INC., a Florida corporation, HPH HOLDINGS CORP., a Delaware corporation, and HEALTHPLAN HOLDINGS, INC. (each a “Grantor” and, collectively, the “Grantors”).

WHEREAS, pursuant to the terms and conditions of that certain Trademark Security Agreement, dated as of November 12, 2014 (the “November 2014 Trademark Security Agreement”), Grantors assigned, transferred and conveyed to Grantee, and granted to Grantee, a security interest in all of Grantors’ right, title and interest in and to the Trademark Collateral (as defined in the November 2014 Trademark Security Agreement);

WHEREAS, the November 2014 Trademark Security Agreement was recorded with the United States Patent and Trademark Office on November 14, 2014 at Reel 5400, Frame 0236;

WHEREAS, pursuant to the pay-down letter dated February 29, 2016, by and among the Grantee, the Grantors, Zenith American Holding, Inc., Zenith American Solutions, Inc., GemGroup, Inc., and HPH-TH Holdings, Inc. (the “Pay-Down Letter”), Grantee has consented to the release of the Released Properties (as defined in the Pay-Down Letter”), which includes the release of the Lien (as defined in the November 2014 Trademark Security Agreement) on all of the Trademark Collateral listed on Schedule 1 hereto (collectively, the “Released IP Collateral”);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby covenants and agrees as follows:

1. Grantee’s mortgage, pledge, and hypothecation and Lien on and security interest in the Released IP Collateral is hereby terminated and released.
2. To the extent Grantee retains any such interest, Grantee hereby assigns, transfers and conveys to Grantors, all of Grantee’s right, title and interest, now owned or hereinafter acquired, that it may have whether by assignment or otherwise, in and to any mortgage and continuing security interest and collateral assignment in the Released IP Collateral. Such assignment, transfer and conveyance by Grantee is made without any representation or warranty (express or implied) by Grantee.
3. Grantee hereby agrees to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested or are required in order to more fully and effectively carry out the purposes of this Release, all at the expense of Grantors. Notwithstanding anything herein to the contrary, nothing herein is intended to modify, limit or otherwise affect the terms set forth in the Pay-Down Letter.
4. Delivery of a photocopy or facsimile or other electronic transmission (e.g., .pdf or .tif file) of an executed counterpart of this Release shall be effective as delivery of a manually executed original counterpart of this Release.
5. The validity, construction and effect of this Release shall be governed by the internal laws of the State of New York (without giving effect to principles of conflicts of law).

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

HEALTHCARE FINANCIAL
SOLUTIONS, LLC,
as Grantee

By: 
Name: Maryana Olman
Title: Duly Authorized Signatory

Schedule 1

Name of Mark	Record Owner	Jurisdiction	Serial Number	Registration Number
Design Mark	HealthPlan Holdings, Inc.	US	77633966	3660503
ExchangeLink	HealthPlan	US	85809801	4541611
Go-To-Exchange	HealthPlan	US	85809806	4531731

Schedule 1 to Release of Security Interest in Trademarks