

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421735

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The 1818 Mezzanine Fund II, L.P.		09/19/2007	Limited Partnership: DELAWARE
RECEIVING PARTY DATA			
Name:	Interplan Health Group, Inc., formerly EHN Holdings, Incorporated		
Street Address:	20 Waterside Drive		
City:	Farmington		
State/Country:	CONNECTICUT		
Postal Code:	06032		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1426962	EMERALD	
Registration Number:	2180328	EMERALD HEALTH	
Registration Number:	1426963	EMERALD HEALTH NETWORK	
Registration Number:	2783746	EMERALD HEALTH NETWORK	
Registration Number:	2180329	THE QUALITY HEALTHCARE LEADER	
Registration Number:	2161992	THE EMERALD HEALTH NETWORK	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<i>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.</i>			
Phone:	212-735-2811		
Email:	mribando@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Monique L. Ribando		
Address Line 4:	NEW YORK, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	203110/1		
NAME OF SUBMITTER:	Megan Manfred		
SIGNATURE:	/Megan Manfred/		

CH \$165.00 1426962

DATE SIGNED:

03/30/2017

Total Attachments: 10

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September 19, 2007

By Facsimile and Federal Express

Interplan Health Group, Inc.
20 Waterside Drive,
Farmington, Connecticut 06032

RE: Reference is made to that certain Note and Warrant Purchase and Security Agreement dated as of June 20, 2005 by and among **INTERPLAN HEALTH GROUP, INC.**, a Delaware corporation with an office at 20 Waterside Drive, Farmington, Connecticut 06032 ("**Interplan**" or "**Borrower**"), **IHG HOLDINGS, INC.**, a Delaware corporation with an office at 20 Waterside Drive, Farmington, Connecticut 06032 ("**Holdings**"), each of the entities which are signatories thereto as guarantors, including Holdings, and listed on Schedule A thereto (each a "**Guarantor**" and collectively, the "**Guarantors**" and the Guarantors collectively with Borrower, the "**Obligors**"), each of the lenders which is a signatory thereto (individually, together with its successors and assigns, a "**Lender**" and collectively, the "**Lenders**") and **THE 1818 MEZZANINE FUND II, L.P.**, a Delaware limited partnership with an office at 140 Broadway, New York, New York 10005, as agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "**Agent**") as amended by that certain First Amendment to Note and Warrant Purchase and Security Agreement and Notes Documents dated as of September 29, 2006 (the "**Note and Warrant Purchase Agreement**").

Ladies and Gentlemen:

Borrower, Holdings, Guarantors, Lenders and Agent are parties to that certain Note and Warrant Purchase Agreement described above. Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to such terms in the Note and Warrant Purchase Agreement.

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the undersigned agree as follows:

1. Payoff Amount Instructions. If paid on September 19, 2007 (the "Payoff Date"), the total amount necessary to pay in full the outstanding Notes under the Note and Warrant Purchase Agreement (other than the Continuing Obligations, as defined in Section 2(b) below), is as follows:

(a) NOTES	
(i) Principal	\$ 7,105,918.66
(ii) Accrued Interest	\$187,122.52
(iii) Prepayment Premium	\$ 142,118.37

(b) FEES AND EXPENSES	
(i) Accrued but unpaid fees and expenses (including fees and expenses of legal counsel) as of the date hereof:	\$15,334.19
(c) TOTAL	
(i) Total payoff amount (other than the Continuing Obligations, as defined in Section 2(b) below) (sum of (a) through (c)):	\$7,450,493.74

If the total referred to in item (c)(i) above is not received on or before 4:00 p.m. (E.S.T.) on the Payoff Date, the total referred to in item (a)(ii) will increase by \$2,368.64 (the "Per Diem Amount") and will subsequently be increased by the respective Per Diem Amount each day thereafter if the Payoff Amount (as defined below) is not received on or before 4:00 p.m. (E.S.T.) on each such day until and including September 28, 2007.

Payment of the total amount referred to in item (c)(i) above, including the Per Diem Amount (the "Payoff Amount") should be made by way of wire transfer in immediately available funds in such amounts and to such accounts as set forth on Exhibit A.

If the Payoff Amount is not received by (or, in the case of certain fees and expenses listed on Exhibit A, on behalf of) Lender on or before 4:00 p.m. (E.S.T.) on September 28, 2007, please contact the Agent for an updated Payoff Amount.

2. Releases.

(a) Agent hereby agrees that, upon (i) receipt of the Payoff Amount in immediately available funds in accordance with Section 1, confirmed in writing by Agent (which confirmation Agent hereby agrees to provide to Borrower by facsimile on the date of the receipt of the Payoff Amount) (the "Actual Payoff Date"), (ii) receipt by Agent of an original (or facsimile or other electronic version) of this letter agreement executed by each of the parties hereto, and (iii) receipt by Agent of a written certification from the Senior Agent (for itself and on behalf of the Senior Lenders) in the form attached as Exhibit B, then (A) the Borrower, Holdings and Guarantors will not be indebted to the undersigned Agent for any reason under the Notes Documents or for the Notes (other than with respect to the Continuing Obligations described in Section 2(b) below), (B) all of Agent's security interests in, security titles to and other Liens on the real and personal property of the Borrower, Holdings and Guarantors granted thereunder and under any other Notes Document will be automatically terminated and released, (C) all guarantors of the Notes (other than with respect to the Continuing Obligations) will be automatically released from their obligations to the Agent and (D) at Borrower's reasonable request and the Borrower's sole expense, Agent will prepare and furnish, and Agent hereby authorizes the Borrower (or its counsel or designee, which may include an agent under any new credit facility or counsel to such agent) to file, the financing statement terminations, mortgage releases and other lien release documents (including any necessary release documents required to be filed at the U.S. Patent and Trademark Office or U.S. Copyright Office), in connection with the collateral terminations and releases necessary to terminate all security interests in,

security titles to and other liens of public record on the real and personal property of the Borrower, Holdings or the Guarantors, which may be filed in Agent's name, with or without the signature of Agent, provided, however, that any and all such termination statements, mortgage releases and other such documents shall be prepared and recorded at the Borrower's expense.

(b) Notwithstanding anything to the contrary contained herein, the Borrower, Holdings and the Guarantors are not released from, and each hereby ratifies and confirms its continuing liability to Agent for the indefeasible payment and satisfaction in full of the following (collectively, "Continuing Obligations"):

(i) any and all indemnity obligations under any of the Notes Documents not yet due and payable and which shall survive the termination of the Notes Documents, including, without limitation, those set forth in Section 9.1 of the Note and Warrant Purchase Agreement; and

(ii) all obligations of the Borrower to Agent under this letter agreement (including without limitation Paragraphs 2(c), 3, and 4 hereof).

Please note that certifications, confirmations, acknowledgements and agreements made by the Agent in this letter agreement, including but not limited to the effectiveness of the releases contained in Section 2(a) above and any UCC termination statements or other release or documents authorized or delivered in connection herewith, are subject to and conditioned on the Agent's receipt of the items described in Section 2(a)(i) and 2(a)(ii) above. Agent's receipt of such items does not affect any rights of Agent, or obligations of the Borrower, Holdings or the Guarantors, under the Notes Documents which, by their terms, survive repayment of the Notes and termination of the Notes Documents, all of which shall constitute Continuing Obligations hereunder. Nothing in this letter agreement is intended to release or discharge Holdings from its obligations pursuant to the Warrants.

(c) For and in consideration of Agent's agreements contained herein, the Borrower, Holdings and the Guarantors hereby forever release and discharge Agent, and each of its officers, directors, employees, agents, affiliates, representatives, successors and assigns (collectively, the "Released Parties") from any and all claims, causes of action, damages and liabilities of any nature whatsoever, known or unknown, which such Person ever had, now has or might hereafter have against the Released Parties which relates, directly or indirectly, to any of the Notes Documents or the transactions relating thereto to the extent that any such claim, cause of action, damage or liability shall be based in whole or in part upon facts, circumstances, actions or events existing on or prior to the date hereof. Borrower, Holdings and the Guarantors agree that the Payoff Amounts and the Continuing Obligations are payable without any deduction, offset, defenses or counterclaim.

3. Rights in Instruments. Notwithstanding anything to the contrary contained herein Agent reserves all of its rights in and to any checks or similar instruments for payment of money heretofore received by Agent in connection with their arrangements with Borrower, Holdings and the Guarantors, and all of its rights to any monies due or to become due under said checks or similar instruments and/or all of its claims thereon.

4. Reinstatement. Notwithstanding anything to the contrary contained herein, in the event any payment made to, or other amount or value received by, Agent from or for the account of Borrower, Holdings or any Guarantor is avoided, rescinded, set aside or must otherwise be returned or repaid by Agent whether in any bankruptcy, reorganization, insolvency or similar proceeding involving Borrower, Holdings or any Guarantor, any of its subsidiaries or otherwise, the indebtedness intended to be repaid thereby shall be reinstated (without any further action by any party) and shall be enforceable against Borrower, Holdings or any Guarantor and any of their successors or assigns. In such event, Borrower, Holdings and any Guarantor shall be and remain liable to Agent for the amount so repaid or recovered to the same extent as if such amount had never originally been received by Agent, with interest accruing thereon from and after the date such amount is so repaid or recovered.

5. Counterparts, etc. This letter agreement may be executed in any number of counterparts, each of which shall be deemed to be an original hereof and submissible into evidence and all of which together shall be deemed to be a single instrument. This letter agreement may be delivered by telecopier with the same force and effect as if it were a manually executed and delivered counterpart.

6. Governing Law. The validity, construction and effect of this letter agreement shall be governed by the internal laws of the State of New York.

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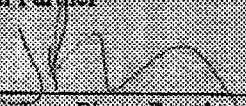
Agent hereby requests that Borrower, Holdings and Guarantors acknowledge their receipt and acceptance of and agreement to the terms and conditions set forth in this letter agreement by signing a copy of it in the appropriate spaces indicated below and returning it to the Agent.

Very truly yours,

AGENT:

THE 1818 MEZZANINE FUND II, L.P.,
in its capacity as Agent and Lender

By: Brown Brothers Harriman & Co.,
its General Partner

By: 
Name: Jean-Pierre Paquin
Title: Managing Director

Address for notice:
Brown Brothers Harriman & Co.
The 1818 Mezzanine Fund II, L.P.
140 Broadway
New York, New York 10005
Attention: Jean-Pierre Paquin

with a copy to:

Proskauer Rose LLP
One International Place
Boston, MA 02110
Attention: Steven M. Ellis

[Signature Page to Payoff Letter]

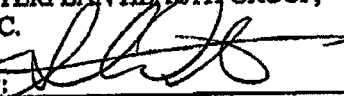
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TRADEMARK
REEL: 006022 FRAME: 0589


The undersigned hereby acknowledges its receipt and acceptance of and agreement to the terms and conditions of this letter agreement:

BORROWER:

INTERPLAN HEALTH GROUP,
INC.

By: 
Steven L. Ditman
Chief Financial Officer

IHG HOLDINGS, INC.

By: 
Steven L. Ditman
Chief Financial Officer

[Signature Page to Payoff Letter]

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TRADEMARK
REEL: 006022 FRAME: 0590

The undersigned hereby acknowledges its receipt and acceptance of and agreement to the terms and conditions of this letter agreement:

GUARANTORS:

**THE HEALTH PAYORS
ORGANIZATION LIMITED
PARTNERSHIP, as a Guarantor**

By: HPA, INC., its general partner

By: 

**Steven L. Ditman
Secretary of HPA, Inc.**

[Signature Page to Payoff Letter]

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**TRADEMARK
REEL: 006022 FRAME: 0591**

ACCOUNTABLE HEALTH PLANS OF
AMERICA, INC.
AMERISCRIP, INC.
CREATIVE HEALTH PLANS, INC.
DIRECTCARE AMERICA, INC.
DIRECT MEDICAL MANAGEMENT,
INC.
HPA, INC.
INTERPLAN CORPORATION
MIDWEST MEDICAL PREFERRED
PROVIDERS, INC.
OHIO COMP NETWORK, INC.
PREFERRED PLAN INC.
PRIMARY HEALTH SERVICES, INC.
STRATFORD INSURANCE SERVICE
AGENCY, INC.
SUPERIEN HEALTH NETWORK, INC.
THE CHANDLER GROUP OF
COMPANIES, INC.
THE EMERALD HEALTH NETWORK,
INC.,

each as a Guarantor

By: 

Steven L. Ditman
Chief Financial Officer of each of
the foregoing

[Signature Page to Payoff Letter]

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TRADEMARK
REEL: 006022 FRAME: 0592

EXHIBIT A
PAYOFF AMOUNTS AND WIRE TRANSFER INSTRUCTIONS

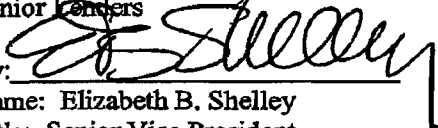
THE 1818 MEZZANINE FUND II, L.P.	\$7,435,159.55 (plus any Per Diem Amount) By wire transfer to: Bank: J.P. Morgan Chase & Co. New York, NY ABA No: 021-000-021 Account Number: 9201033231 For Favor: Brown Brothers Harriman & Co. For Further Credit to Account Number: 3593019 Account Name: The 1818 Mezzanine Fund II, L.P.
PROSKAUER ROSE LLP	\$15,334.19 By wire transfer to: Citibank, N.A. 111 WALL STREET NEW YORK, N.Y. 10005 ABA # 021000089 ACCT.# 02838341 PROSKAUER ROSE LLP Client Code: 14156 Matter Code: 003 Attorney: Steven M. Ellis

EXHIBIT B
CERTIFICATE FROM SENIOR AGENT

This Certificate, dated as of September 19, 2007, is delivered to Agent (as defined in the Note and Warrant Purchase and Security Agreement, defined below) in connection with the payoff letter (the "Payoff Letter"), dated September 19, 2007 from Agent to Borrower, Holdings and Guarantors (each as defined in the Note and Warrant Purchase and Security Agreement, defined below) (the "Payoff Letter"), which Payoff Letter relates to the repayment by Borrower of certain obligations under that certain Note and Warrant Purchase and Security Agreement dated as of June 20, 2005 by and among **INTERPLAN HEALTH GROUP, INC.**, a Delaware corporation with an office at 20 Waterside Drive, Farmington, Connecticut 06032 ("**Interplan**" or "**Borrower**"), **IHG HOLDINGS, INC.**, a Delaware corporation with an office at 20 Waterside Drive, Farmington, Connecticut 06032 ("**Holdings**"), each of the entities which are signatories thereto as guarantors, including Holdings, and listed on Schedule A thereto (each a "**Guarantor**" and collectively, the "**Guarantors**" and the Guarantors collectively with Borrower, the "**Obligors**"), each of the lenders which is a signatory thereto (individually, together with its successors and assigns, a "**Lender**" and collectively, the "**Lenders**") and **THE 1818 MEZZANINE FUND II, L.P.**, a Delaware limited partnership with an office at 140 Broadway, New York, New York 10005, as agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, the "**Agent**") as amended by that certain First Amendment to Note and Warrant Purchase and Security Agreement and Notes Documents dated as of September 29, 2006 (the "**Note and Warrant Purchase Agreement**") Capitalized terms used but not defined herein shall have the meanings assigned to such terms in the Note and Warrant Purchase Agreement.

Upon receipt of full payoff of the Senior Debt, the Senior Agent, for itself and on behalf of the Senior Lenders, hereby agrees that notwithstanding anything contained in the Senior Debt Subordination Agreement to the contrary, (a) the payment of the Payoff Amount to the Agent (as defined in the Payoff Letter) is and shall be permitted under the Senior Debt Subordination Agreement (as defined in the Note and Warrant Purchase Agreement), (b) the Borrower may pay the Payoff Amount and the Agent may receive the Payoff Amount and (c) upon receipt of all or any portion of the Payoff Amount, the Agent shall not have (and shall never have) any obligation to pay any such amount over to the Senior Lenders under the Senior Debt Subordination Agreement or otherwise.

WEBSTER BANK NATIONAL
ASSOCIATION, for itself and as agent of the
Senior Lenders

By: 
Name: Elizabeth B. Shelley
Title: Senior Vice President