

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM522711

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	RELEASE OF SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Silver Point Finance, LLC, as agent		05/01/2019	Limited Liability Company: CONNECTICUT
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	HealthSmart Preferred Care II, L.P.		
<b>Street Address:</b>	222 W. Las Colinas Blvd., Suite 600N		
<b>City:</b>	Irving		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75039		
<b>Entity Type:</b>	Limited Partnership: TEXAS		
<b>Name:</b>	HealthSmart Information Systems, Inc.		
<b>Street Address:</b>	222 W. Las Colinas Blvd., Suite 600N		
<b>City:</b>	Irving		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75039		
<b>Entity Type:</b>	Corporation: TEXAS		
<b>Name:</b>	HealthSmart Preferred Network II, Inc.		
<b>Street Address:</b>	222 W. Las Colinas Blvd., Suite 600N		
<b>City:</b>	Irving		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75039		
<b>Entity Type:</b>	Corporation: DELAWARE		
<b>Name:</b>	HealthSmart Rx Solutions, Inc.		
<b>Street Address:</b>	222 W. Las Colinas Blvd., Suite 600N		
<b>City:</b>	Irving		
<b>State/Country:</b>	TEXAS		
<b>Postal Code:</b>	75039		
<b>Entity Type:</b>	Corporation: OHIO		
<b>Name:</b>	HealthSmart Benefits Management, LLC		
<b>Street Address:</b>	222 W. Las Colinas Blvd., Suite 600N		
<b>City:</b>	Irving		

OP \$315.00 4077414

<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75039
<b>Entity Type:</b>	Limited Liability Company: TEXAS
<b>Name:</b>	HealthSmart Benefit Solutions, Inc.
<b>Street Address:</b>	222 W. Las Colinas Blvd., Suite 600N
<b>City:</b>	Irving
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75039
<b>Entity Type:</b>	Corporation: ILLINOIS
<b>Name:</b>	IHG Holdings, Inc.
<b>Street Address:</b>	222 W. Las Colinas Blvd., Suite 600N
<b>City:</b>	Irving
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75039
<b>Entity Type:</b>	Corporation: DELAWARE
<b>Name:</b>	HealthSmart Primary Care Clinics, LP
<b>Street Address:</b>	222 W. Las Colinas Blvd., Suite 600N
<b>City:</b>	Irving
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75039
<b>Entity Type:</b>	Limited Partnership: TEXAS
<b>Name:</b>	HealthSmart Care Management Solutions, L.P.
<b>Street Address:</b>	222 W. Las Colinas Blvd., Suite 600N
<b>City:</b>	Irving
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75039
<b>Entity Type:</b>	Limited Partnership: TEXAS
<b>Name:</b>	Parker LP, LLC
<b>Street Address:</b>	222 W. Las Colinas Blvd., Suite 600N
<b>City:</b>	Irving
<b>State/Country:</b>	TEXAS
<b>Postal Code:</b>	75039
<b>Entity Type:</b>	Limited Liability Company: NEVADA

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
<b>Registration Number:</b>	4077414	HEALTHSMART
<b>Registration Number:</b>	4077413	HEALTHSMART
<b>Registration Number:</b>	2479995	SMARTACCESS

**TRADEMARK**

**REEL: 006640 FRAME: 0860**

Property Type	Number	Word Mark
Registration Number:	2977764	INTERPLAN HEALTH GROUP
Registration Number:	3042256	IHG
Registration Number:	2261176	ACCOUNTABLE HEALTH PLANS
Registration Number:	2304326	SUPERIEN
Registration Number:	2420250	DIRECTCARE AMERICA
Registration Number:	2439642	OHIO COMP NETWORK
Registration Number:	1558653	THE PREFERRED PLAN
Registration Number:	1426962	EMERALD
Registration Number:	2783746	EMERALD HEALTH NETWORK

**CORRESPONDENCE DATA**

**Fax Number:**

*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:** 7037125390  
**Email:** mguidry@mcguirewoods.com  
**Correspondent Name:** Melissa Guidry  
**Address Line 1:** 1750 Tysons Blvd  
**Address Line 4:** Tysons, VIRGINIA 22102

<b>ATTORNEY DOCKET NUMBER:</b>	2071517-0005
<b>NAME OF SUBMITTER:</b>	Stephanie Hernandez
<b>SIGNATURE:</b>	/Stephanie Hernandez/
<b>DATE SIGNED:</b>	05/08/2019

**Total Attachments: 5**

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## RELEASE OF TRADEMARK SECURITY INTEREST

This Release of Trademark Security Interest (this “Release”) made as of May 1, 2019, is granted by SILVER POINT FINANCE, LLC, in its capacity as collateral agent for the Secured Parties (together with its successors and assigns in such capacity, the “Agent”), in favor of HealthSmart Preferred Care II, L.P., a Texas limited partnership, HealthSmart Information Systems, Inc., a Texas corporation (f/k/a Care Vu Corporation), HealthSmart Preferred Network II, Inc., a Delaware corporation (f/k/a Interplan Health Group, Inc.), HealthSmart Rx Solutions, Inc., an Ohio corporation (f/k/a HealthSmart Rx, Inc.), HealthSmart Benefits Management, LLC (f/k/a HealthSmart Holdings II, LLC), a Texas limited liability company, HealthSmart Benefit Solutions, Inc., an Illinois corporation (f/k/a American Administrative Group, Inc.), IHG Holdings, Inc., a Delaware corporation, HealthSmart Primary Care Clinics, LP, a Texas limited partnership (f/k/a FFHC, LP), HealthSmart Care Management Solutions, L.P., a Texas limited partnership (f/k/a Q-elements, Ltd.), and Parker LP, LLC, a Nevada limited liability company (together, the “Grantors”). Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to those terms in the Credit and Guaranty Agreement (as defined below) or the Security Agreement (as defined below), as applicable.

WHEREAS, HealthSmart Holdings, Inc., a Nevada corporation (f/k/a The Parker Group, Inc.) (“Holdings”), certain Subsidiaries of Holdings, as Companies, certain Subsidiaries of Holdings, as Guarantors, the Lenders from time to time party thereto, the Agent, as the Administrative Agent and the Collateral Agent, and the other parties from time to time party thereto entered into that certain Amended and Restated Credit and Guaranty Agreement, dated as of June 2, 2014 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Credit and Guaranty Agreement”);

WHEREAS, in connection with the Credit and Guaranty Agreement (i) among others, the Grantors and the Agent are party to that certain Pledge and Security Agreement, dated as of September 21, 2007 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) and (ii) the Grantors and the Agent are party to that certain Amended and Restated Trademark Security Agreement, dated as of March 5, 2012 (the “Trademark Security Agreement”), which was recorded with the United States Patent and Trademark Office on April 30, 2012 at Reel 4767 Frame 0530;

WHEREAS, pursuant to the terms and conditions of the Security Agreement and the Trademark Security Agreement, the Grantors assigned and pledged to the Agent, for the benefit of the Secured Parties, a security interest in all of the Grantors’ right, title and interest in, to and under, among other Trademark Collateral any and all of the following assets then owned or thereafter acquired by such Grantors, or in which such Grantors then had or at any time in the future may acquire any right, title or interest (the “Released Collateral”): (i) the trademarks and service marks listed on Schedule A, all registrations thereof (if any), and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States of America, and all renewals thereof, including those listed on Schedule A and (ii) all goodwill associated therewith or symbolized thereby;

WHEREAS, Holdings has assigned all of its rights to certain Released Collateral to HealthSmart Benefits Management, LLC (f/k/a HealthSmart Holdings II, LLC), a Texas limited liability company ("HBM");

WHEREAS, (i) Holdings, (ii) SPCP Group, LLC, a Delaware limited liability company, (iii) SPCP Group III, LLC, a Delaware limited liability company, (iv) Serengeti Loxodon Onshore I Ltd., a Cayman Islands exempted company with limited liability, (v) Serengeti Loxodon Overseas Holdings LP d/b/a Serengeti Loxodon Overseas I Ltd., a Cayman Islands exempted company with limited liability, (vi) Hudson Acquisition, LLC, a Texas limited liability company, (vii) Centene Corporation, a Delaware corporation, and (viii) HBM entered into that certain Purchase and Sale Agreement, dated as of March 13, 2019 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Purchase Agreement"); and

WHEREAS, in connection with the closing of the transactions contemplated by the Purchase Agreement, the Agents and the Lenders have agreed to release the Company Entities (as defined in the Purchase Agreement) from all obligations and liabilities under the Credit and Guaranty Agreement, the Security Agreement and the other Credit Documents (as defined in the Credit and Guaranty Agreement) to the extent provided in that certain Consent and Release Agreement, dated as of the date hereof (the "Consent and Release Agreement"), by and among the Agent, the Lenders and Holdings.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors and the Agent hereby agree as follows:

Section 1. Release of Security Interest. The Agent hereby (i) releases, terminates and forever discharges all of its right, title and interest (including security interests), and (ii) reassigns to the applicable Grantor, all right, title and interest that the Agent may have, in each case, arising under the Security Agreement and the Trademark Security Agreement in and to all of the Released Collateral. This Release is applicable only and solely with respect to the Released Collateral and to no other collateral arising under the Security Agreement or the Trademark Security Agreement (the "Other Collateral"). Subject to the Consent and Release Agreement, the Agent's security interest, liens, rights, titles and interests in the Other Collateral shall not, and shall not be deemed to, be impaired, interrupted, disrupted or otherwise modified in any respect by this Release.


Section 2. Further Assurances. The Agent shall, at the reasonable request and sole cost and expense of Agent, take, or cause to be taken, all appropriate action, do or cause to be done all things reasonably necessary, proper or advisable under applicable law, execute and deliver any additional documents and other papers, and perform any additional acts that may be reasonably necessary or desirable to evidence the release and termination of the Agent's security interests in the Released Collateral, and to consummate and make effective the transactions contemplated by this Release.

Section 3. Governing Law. This Release shall be governed by, and construed in accordance with, the laws of the State of New York.

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IN WITNESS WHEREOF, the Agent has caused this Release to be executed and delivered by its duly authorized officer as of the date first set forth above.

SILVER POINT FINANCE, LLC, as  
Agent

By: 

Name:  
Title: Michael A. Gatto  
Authorized Signatory

[Signature Page to Release of Trademark Security Interest]



**SCHEDULE A**

**Active Trademarks**

<b>Trademark</b>	<b>Status in Trademark Office</b>	<b>Federal Registration Number</b>	<b>Registration Date</b>
HealthSmart (Design plus words and letters)	Registered	4,077,414	December 27, 2011
HealthSmart (words only)	Registered	4,077,413	December 27, 2011
SMARTACCESS	Registered	2479995	August 21, 2001
Interplan Health Group (Words only)	Registered	2,977,764	July 26, 2005
IHG (Design logo)	Registered	3,042,256	January 10, 2006
Accountable Health Plans (words only)	Registered	2,261,176	July 13, 1999
Superien	Registered	2,304,326	December 28, 1999
DirectCare America	Registered	2,420,250	January 9, 2001
Ohio Comp Network	Registered	2,439,642	March 27, 2001
The Preferred Plan	Registered	1,558,653	September 26, 1989
Emerald (words only)	Registered	1,426,962	January 27, 1987
Emerald Health Network (words only)	Registered	2,783, 746	November 18, 2003