

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM522706

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

OP \$265.00 2479995

State/Country:	TEXAS
Postal Code:	75039
Entity Type:	Corporation: TEXAS
Name:	The Chandler Group of Companies, Inc.
Street Address:	222 W. Las Colinas Blvd., Suite 600N
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	Corporation: OHIO
Name:	HealthSmart Rx Solutions, Inc.
Street Address:	222 W. Las Colinas Blvd., Suite 600N
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	Corporation: OHIO
Name:	Preferred Plan Inc.
Street Address:	222 W. Las Colinas Blvd., Suite 600N
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	Corporation: ILLINOIS
Name:	The Emerald Health Network, Inc.
Street Address:	222 W. Las Colinas Blvd., Suite 600N
City:	Irving
State/Country:	TEXAS
Postal Code:	75039
Entity Type:	Corporation: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2479995	SMARTACCESS
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

TRADEMARK

REEL: 006640 FRAME: 0881

Property Type	Number	Word Mark
Registration Number:	2783746	EMERALD HEALTH NETWORK
CORRESPONDENCE DATA		
Fax Number:		
<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:	7037125390	
Email:	mguidry@mcguirewoods.com	
Correspondent Name:	Melissa Guidry	
Address Line 1:	1750 Tysons Blvd	
Address Line 4:	Tysons, VIRGINIA 22102	
ATTORNEY DOCKET NUMBER:	2071517-0005	
NAME OF SUBMITTER:	Stephanie Hernandez	
SIGNATURE:	/Stephanie Hernandez/	
DATE SIGNED:	05/08/2019	
Total Attachments: 4		
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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.), Interplan Corporation, a Massachusetts corporation, Accountable Health Plans of America, Inc., a Texas corporation, The Chandler Group of Companies, Inc., an Ohio Corporation, HealthSmart Rx Solutions, Inc., an Ohio corporation (f/k/a HealthSmart Rx, Inc.), Preferred Plan Inc., an Illinois corporation, and The Emerald Health Network, Inc., a Delaware corporation (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 3630 Frame 0890;

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}

TRADEMARK
REEL: 006640 FRAME: 0885

10/27/08

SCHEDULE A

TRADEMARK REGISTRATIONS/APPLICATIONS

Parker entities

Trademark	Status in Trademark Office	Federal Registration Number	Registration Date
SMARTACCESS	Live	2479995	August 21, 2001

IHG entities

Trademark	Status in Trademark Office	Federal Registration Number	Registration Date
Interplan Health Group	Application Filed 10/21/03	2,977,764 (serial # 76/553,226)	7/26/05
IHG (& Design)	Application Filed 10/21/03	3,042,256 (serial # 76/553,227)	1/10/06
Accountable Health Plans	Registered	2,261,176	7/13/99
Superien	Registered	2,304,326	12/28/99
DirectCare America	Registered	2,420,250	1/9/01
Ohio Comp Network	Registered	2,439,642	3/27/01
The Preferred Plan	Registered	1,558,653	9/26/89

**The Emerald Health Network, Inc.
FEDERAL AND STATE TRADEMARK STATUS REPORT**

U.S. FEDERAL REGISTRATIONS – information obtained from USPTO website and Dialog®

TRADEMARK	CLASS	REG. NO. (SERIAL NO.)	STATUS
EMERALD	42	1,426,962	Registered Renewed 2-3-07
EMERALD HEALTH NETWORK	35	2,783,746	Registered