TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Healthways, Inc.		06/08/2012	CORPORATION: DELAWARE
Population Health Support, LLC		06/08/2012	LIMITED LIABILITY COMPANY: DELAWARE
Healthways Health Support, LLC		06/08/2012	LIMITED LIABILITY COMPANY: DELAWARE
Heatlhways QuitNet, LLC		06/08/2012	LIMITED LIABILITY COMPANY: DELAWARE
Navvis Healthcare, LLC		06/08/2012	LIMITED LIABILITY COMPANY: MISSOURI
Healthways WholeHealth Networks, Inc.		06/08/2012	CORPORATION: DELAWARE
MeYouHealth, LLC		06/08/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	SunTrust Bank, as Administrative Agent
Street Address:	211 Perimeter Center Parkway, Suite 100
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30346
Entity Type:	CORPORATION: GEORGIA

CH $2090.00 77786895

PROPERTY NUMBERS Total: 83

Property Type	Number	Word Mark
Serial Number:	77786895	@HOME PAK
Registration Number:	3226699	AMERICAN HEALTHWAYS
Registration Number:	3246153	AMERICAN HEALTHWAYS
Registration Number:	3036940	AMERICAN WHOLEHEALTH NETWORKS
Serial Number:	85418541	BLUE ZONES PROJECT BY HEALTHWAYS

Serial Number:	85262268	DAILY CHALLENGE
Registration Number:	3141311	DIABETES TREATMENT CENTERS OF AMERICA
Registration Number:	2605010	DON'T QUIT ALONE
Registration Number:	4029121	EMBRACE
Registration Number:	1335327	FIRST OPINION
Registration Number:	1644040	FIRST OPINION
Registration Number:	3438189	FOREVER FIT
Registration Number:	3673815	GALLUP-HEALTHWAYS WELL-BEING INDEX
Registration Number:	3393091	HEALTH/CARE TRUST CHANNEL
Registration Number:	3119518	HEALTHCARE DIMENSIONS
Registration Number:	3294917	HEALTHWAYS
Registration Number:	3491340	HEALTHWAYS
Registration Number:	3668155	HEALTHWAYS
Registration Number:	3519017	HEALTHWAYS
Registration Number:	3483411	HEALTHWAYS
Registration Number:	3483412	HEALTHWAYS
Registration Number:	3483413	HEALTHWAYS
Registration Number:	3396974	HEALTHWAYS
Serial Number:	85191607	HEALTHWAYS | BLUE ZONES CERTIFIED EMPLOYER
Serial Number:	85418594	HEALTHWAYS | BLUE ZONES CITY
Serial Number:	85418534	HEALTHWAYS | BLUE ZONES COMMUNITY
Serial Number:	85418556	HEALTHWAYS | BLUE ZONES COMMUNITY
Serial Number:	85418590	HEALTHWAYS | BLUE ZONES EMPLOYER
Serial Number:	85418602	HEALTHWAYS | BLUE ZONES PROJECT
Serial Number:	85418582	HEALTHWAYS | BLUE ZONES RESTAURANT
Serial Number:	85418564	HEALTHWAYS | BLUE ZONES SCHOOL
Serial Number:	85418574	HEALTHWAYS | BLUE ZONES UNIVERSITY
Registration Number:	4068124	HEALTHWAYS
Serial Number:	85191614	HEALTHWAYS | BLUE ZONES VITALITY SCHOOL
Serial Number:	85191965	HEALTHWAYS | BLUE ZONES VITALITY UNIVERSITY
Serial Number:	85426309	HEALTHWAYS BLUE ZONES INSTITUTE
Registration Number:	3300830	HEALTHWAYS FOR LIFE
Serial Number:	85367876	HEALTHWAYS INCENTIVEPULSE
Serial Number:	77949622	HEALTHWAYS SIMULATION MODEL
Serial Number:	77949639	HEALTHWAYS WELL-BEING ASSESSMENT

	4115930	HEALTHWAYS WHOLEHEALTH LIVING
Serial Number:	85399258	HEALTHWAYS WHOLEHEALTH NETWORKS
Serial Number:	85192174	HEALTHWAYS | BLUE ZONES CERTIFIED EMPLOYER
Serial Number:	85192160	HEALTHWAYS | BLUE ZONES VITALITY CITY
Serial Number:	85192226	HEALTHWAYS | BLUE ZONES VITALITY SCHOOL
Serial Number:	85192232	HEALTHWAYS | BLUE ZONES VITALITY UNIVERSITY
Registration Number:	3706997	HEALTHY ALIGNMENT
Registration Number:	2635026	IMPROVED HEALTH IS THE OUTCOME
Serial Number:	85353094	INNERGY
Serial Number:	85587950	INNERGYGO
Serial Number:	85262259	MEYOU HEALTH
Serial Number:	85343075	MEYOU HEALTH
Registration Number:	3285479	MY HEALTH IQ
Registration Number:	3791588	NICODEMON
Registration Number:	2523411	POPULATIONWORKS
Registration Number:	3382837	PRIME
Registration Number:	2824523	Q
Registration Number:	3551958	Q-CARDS
Registration Number:	2654237	Q-GADGET
Registration Number:	2710860	QUIT DATE WIZARD
Registration Number:	3597981	QUITNET
Registration Number:	2695137	QUITNET
Registration Number:	2697461	QUITNET QUIT ALL TOGETHER
Registration Number:	3645007	QUITSTER
Registration Number:	2976349	SECONDOPINION.COM
Registration Number:	2086072	SILVERSNEAKERS
Registration Number:	3823807	SILVERSNEAKERS STEPS
Registration Number:	2674857	SILVERSPLASH
Registration Number:	3684524	SILVERSTARS
Registration Number:	2833762	
Registration Number:	2922403	
Registration Number:	2743989	
Registration Number:	3148250	THE EMBRACE
Registration Number:	2881278	THE Q
Registration Number:	3326133	VITALITY BAROMETER

	85603030	WELL-BEING +
Serial Number:	85285677	WELL-BEING CONNECT
Serial Number:	85461644	WELL-BEING CONNECTION
Serial Number:	85603020	WELL-BEING TRACKER
Serial Number:	85318024	WELL-BEING VOICE
Serial Number:	85285666	WELLBEINGGO
Registration Number:	2850376	WOMEN'S HEARTADVANTAGE
Serial Number:	85360255	YOU'VE NEVER QUIT LIKE THIS BEFORE

CORRESPONDENCE DATA

Fax Number: 4045725135

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 404-572-3458

Email: slake@kslaw.com

Correspondent Name: Susan Lake, Paralegal

Address Line 1: 1180 Peachtree Street

Address Line 2: King & Spalding

Address Line 4: Atlanta, GEORGIA 30309

ATTORNEY DOCKET NUMBER:	52990-015785
NAME OF SUBMITTER:	Susan Lake
Signature:	/Susan Lake/
Date:	06/09/2012

Total Attachments: 13

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Trademark Security Agreement

THIS TRADEMARK SECURITY AGREEMENT, dated as of June 8, 2012 (this "Security Agreement"), is made by Healthways, Inc., a Delaware corporation (the "Borrower"), Population Health Support, LLC, a Delaware limited liability company, Healthways Health Support, LLC, a Delaware limited liability company, Healthways QuitNet, LLC, a Delaware limited liability company, Navvis Healthcare, LLC, a Missouri limited liability company, Healthways WholeHealth Networks, Inc., a Delaware corporation, and MeYou Health, LLC, a Delaware limited liability company (together with the Borrower, each individually a "Grantor" and collectively the "Grantors"), in favor of SunTrust Bank, as administrative agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Secured Parties (as defined in the Assignment and Security Agreement referred to below).

WHEREAS, Borrower, the lenders from time to time parties thereto (the "Lenders") and the Administrative Agent have entered into a Revolving Credit and Term Loan Agreement, dated as of June 8, 2012 (as amended, restated, supplemented, replaced, increased, refinanced or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, in connection with the Credit Agreement, the Borrower and certain of its Subsidiaries, including the Grantors, have entered into that certain Second Amended and Restated Assignment and Security Agreement, dated as of June 8, 2012 (as amended, restated, supplemented or otherwise modified from time to time, the "Assignment and Security Agreement"), in favor of the Administrative Agent for the benefit of the Secured Parties; and

WHEREAS, the Assignment and Security Agreement requires the Grantors to execute and deliver this Security Agreement;

NOW, THEREFORE, in consideration of the premises and in order to ensure compliance with the Credit Agreement, the Grantors hereby agree as follows:

Section 1 Defined Terms.

(a) Each term defined above shall have the meaning set forth above for all purposes of this Agreement.

(b) Capitalized terms used herein without definition are used as defined in the Credit Agreement.

(c) The definition of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), and the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Agreement in its entirety and not to any particular provision hereof.

(d) The following terms shall have the following meanings:

"Trademark Licenses" shall mean any and all present and future agreements providing for the granting of any right in or to Trademarks (whether the applicable Loan Party is licensee or licensor thereunder).

"Trademarks" shall mean, collectively, with respect to each Loan Party, all trademarks, service marks, slogans, logos, certification marks, trade dress, uniform resource locations (URL's), domain names, corporate names, trade names and other source or business identifiers, whether registered or unregistered, owned by or assigned to such Loan Party and all registrations and applications for the foregoing (whether by statutory or common law, whether established or registered in the United States, any State thereof, or any other country or any political subdivision thereof and, in each case, whether owned by or licensed to such Loan Party), and all goodwill associated therewith, now existing or hereafter adopted or acquired, together with any and all (i) rights and privileges arising under applicable law with respect to such Loan Party's use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present or future infringements thereof.

Section 2 **Grant of Security Interest in Trademark Collateral**. The Grantors, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Obligations of the Grantors, hereby pledge, assign and transfer to the Administrative Agent for the benefit of the Secured Parties, and grant to the Administrative Agent for the benefit of the Secured Parties a security interest in, all of their rights, titles and interests in, to and under the following Collateral (the "Trademark Collateral"):

(i) all of their Trademarks and, to the extent permissible by the terms thereof, all Trademark Licenses material to the operation of the business of Grantors providing for the grant by or to the Grantors of any right under any Trademark, including all Trademarks subject to a U.S. federal or state application or registration and referred to on Schedule I hereto;

(ii) all renewals and extensions of the foregoing;

(iii) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

(iv) all income, royalties, proceeds and liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Section 3 **Assignment and Security Agreement**. The security interest granted pursuant to this Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Assignment and Security Agreement, and the Grantors hereby acknowledge and agree that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Assignment and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event of any conflict or inconsistency between this Security Agreement and the Assignment and Security Agreement (or any portion hereof or thereof), the terms of the Assignment and Security Agreement shall prevail.

Section 4 **Representation and Warranty**. Schedule I correctly sets forth all applied for and federally registered Trademarks owned by such Grantor in its own name as of the date hereof.

Section 5 **Grantors Remain Liable**. The Grantors hereby agree that, anything herein to the contrary notwithstanding, the Grantors shall assume full and complete responsibility for the prosecution, defense, enforcement or any other actions deemed necessary or desirable in the reasonable business judgment of Grantors in connection with their Trademarks and Trademark Licenses subject to a security interest hereunder.

Section 6 **Counterparts**. This Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart.

Section 7 **Governing Law**. This Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

[*Signature page follows*]

IN WITNESS WHEREOF, the Grantors have caused this Trademark Security Agreement to be executed and delivered by their duly authorized officer as of the date first set forth above.

HEALTHWAYS, INC.

By: _____
Name: Mary Flipse
Title: Assistant Secretary

POPULATION HEALTH SUPPORT, LLC

By: _____
Name: Mary Flipse
Title: Assistant Secretary

HEALTHWAYS HEALTH SUPPORT, LLC

By: _____
Name: Mary Flipse
Title: Assistant Secretary

HEALTHWAYS QUITNET, LLC

By: _____
Name: Mary Flipse
Title: Assistant Secretary

NAAVIS HEALTHCARE, LLC

By: _____
Name: Mary Flipse
Title: Assistant Secretary

HEALTHWAYS WHOLEHEALTH NETWORKS, INC.

By: _____
Name: Mary Flipse
Title: Assistant Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

MEYOU HEALTH, LLC

By: _____
Name: Mary Flipse
Title: Assistant Secretary

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Acknowledged and Agreed to as of the date hereof:

ADMINISTRATIVE AGENT:

SUNTRUST BANK

By: _____
Name: Dana Dhaliwal
Title: Director

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

ACKNOWLEDGMENT OF GRANTOR

State of Tennessee)
) ss.
County of Williamson)

On this 7th day of June, 2012 before me personally appeared Mary Flipse, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Healthways, Inc., Population Health Support, LLC, Healthways Health Support, LLC, Healthways QuitNet, LLC, Navvis Healthcare, LLC, Healthways WholeHealth Networks, Inc. and MeYou Health, LLC, who being by me duly sworn did depose and say that she is an authorized officer of said companies, that the said instrument was signed on behalf of said companies as authorized by its Board of Directors, and that she acknowledged said instrument to be the free act and deed of said companies.

Notary Public

AMANDA JANE ELLIOTT STANLEY
STATE OF TENNESSEE NOTARY PUBLIC
Exp. March 3, 2014
COUNTY OF DAVIDSON

[ACKNOWLEDGEMENT TO TRADEMARK SECURITY AGREEMENT]

Schedule I

COUNTRY	MARK / TITLE	DATE FILED	SERIAL NO.	REG. NO.	REG. DATE	STATUS	OWNER
United States of America	@HOME PAK	22-Jul-09	77786895			Pending	Healthways Health Support, LLC
United States of America	AMERICAN HEALTHWAYS	8-Feb-05	78562854	3226699	10-Apr-07	Registered	Healthways, Inc.
United States of America	AMERICAN HEALTHWAYS	10-Feb-05	78564617	3246153	29-May-07	Registered	Healthways, Inc.
United States of America	AMERICAN WHOLEHEALTH NETWORKS	19-Aug-04	78469923	3036940	27-Dec-05	Registered	Healthways Wholehealth Services, Inc.
United States of America	BLUE ZONES PROJECT BY HEALTHWAYS	9-Sep-11	85418541			Pending	Healthways, Inc. and Blue Zones, LLC
United States of America	DAILY CHALLENGE	9-Mar-11	85262268			Allowed	MeYou Health, LLC
United States of America	DIABETES TREATMENT CENTERS OF AMERICA	8-Feb-05	78562894	3141311	12-Sep-06	Registered	Healthways, Inc.
United States of America	DON'T QUIT ALONE	8-Nov-01	78092344	2605010	6-Aug-02	Registered	Healthways Quitnet, Inc.
United States of America	EMBRACE	31-Jul-08	77536372	4029121	20-Sep-11	Registered	Healthways, Inc.
United States of America	FIRST OPINION	27-Aug-84	73496575	1335327	14-May-85	Registered	First Opinion Corporation
United States of America	FIRST OPINION	17-May-90	74067212	1644040	7-May-91	Registered	First Opinion Corporation
United States of America	FOREVER FIT	17-May-06	78886299	3438189	27-May-08	Registered	Healthways Health Support, LLC
United States of America	GALLUP-HEALTHWAYS WELL-BEING INDEX	3-Jan-08	77363409	3673815	25-Aug-09	Registered	Gallup, Inc. & Healthways

TRADEMARK
REEL: 004798 FRAME: 0453

COUNTRY	MARK / TITLE	DATE FILED	SERIAL NO.	REG. NO.	REG. DATE	STATUS	OWNER
United States of America	HEALTH/CARE TRUST CHANNEL	9-Dec-05	78770552	3393091	4-Mar-08	Registered	Healthways, Inc.
United States of America	HEALTHCARE DIMENSIONS	25-Jan-05	78553622	3119518	25-Jul-06	Registered	Healthways Health Support, LLC
United States of America	HEALTHWAYS	28-Apr-05	78618822	3294917	18-Sep-07	Registered	Healthways, Inc.
United States of America	HEALTHWAYS	9-Jul-07	77224774	3491340	26-Aug-08	Registered	Healthways, Inc.
United States of America	HEALTHWAYS	9-Jul-07	77224780	3668155	18-Aug-09	Registered	Healthways, Inc.
United States of America	HEALTHWAYS	9-Jul-07	77224781	3519017	21-Oct-08	Registered	Healthways, Inc.
United States of America	HEALTHWAYS	9-Jul-07	77224784	3483411	12-Aug-08	Registered	Healthways, Inc.
United States of America	HEALTHWAYS	9-Jul-07	77224787	3483412	12-Aug-08	Registered	Healthways, Inc.
United States of America	HEALTHWAYS	9-Jul-07	77224788	3483413	12-Aug-08	Registered	Healthways, Inc.
United States of America	HEALTHWAYS	29-Sep-06	77010762	3396974	18-Mar-08	Registered	Healthways, Inc.
United States of America	HEALTHWAYS | BLUE ZONES CERTIFIED EMPLOYER	6-Dec-10	85191607			Suspended	Healthways, Inc. and Blue Zones, LLC
United States of America	HEALTHWAYS | BLUE ZONES CITY	9-Sep-11	85418594			Pending	Healthways, Inc. and Blue Zones, LLC
United States of America	HEALTHWAYS | BLUE ZONES COMMUNITY	9-Sep-11	85418534			Pending	Healthways, Inc. and Blue Zones, LLC
United States of America	HEALTHWAYS | BLUE ZONES COMMUNITY	9-Sep-11	85418556			Pending	Healthways, Inc. and Blue Zones, LLC

TRADEMARK
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COUNTRY	MARK / TITLE	DATE FILED	SERIAL NO.	REG. NO.	REG. DATE	STATUS	OWNER
United States of America	HEALTHWAYS | BLUE ZONES EMPLOYER	9-Sep-11	85418590			Pending	Healthways, Inc. and Blue Zones, LLC
United States of America	HEALTHWAYS | BLUE ZONES PROJECT	9-Sep-11	85418602			Pending	Healthways, Inc. and Blue Zones, LLC
United States of America	HEALTHWAYS | BLUE ZONES RESTAURANT	9-Sep-11	85418582			Pending	Healthways, Inc. and Blue Zones, LLC
United States of America	HEALTHWAYS | BLUE ZONES SCHOOL	9-Sep-11	85418564			Pending	Healthways, Inc. and Blue Zones, LLC
United States of America	HEALTHWAYS | BLUE ZONES UNIVERSITY	9-Sep-11	85418574			Pending	Healthways, Inc. and Blue Zones, LLC
United States of America	HEALTHWAYS | BLUE ZONES VITALITY CITY	24-May-10	85046354	4068124	6-Dec-11	Registered	Healthways, Inc. and Blue Zones, LLC
United States of America	HEALTHWAYS | BLUE ZONES VITALITY SCHOOL	6-Dec-10	85191614			Suspended	Healthways, Inc. and Blue Zones, LLC
United States of America	HEALTHWAYS | BLUE ZONES VITALITY UNIVERSITY	7-Dec-10	85191965			Suspended	Healthways, Inc. and Blue Zones, LLC
United States of America	HEALTHWAYS BLUE ZONES INSTITUTE	19-Sep-11	85426309			Pending	Healthways, Inc. and Blue Zones, LLC
United States of America	HEALTHWAYS FOR LIFE	3-Nov-06	77036612	3300830	2-Oct-07	Registered	Healthways, Inc.
United States of America	HEALTHWAYS INCENTIVEPULSE	11-Jul-11	85367876			Pending	Healthways, Inc.
United States of America	HEALTHWAYS SIMULATION MODEL	3-Mar-10	77949622			Allowed	Healthways, Inc.
United States of America	HEALTHWAYS WELL-BEING ASSESSMENT	3-Mar-10	77949639			Allowed	Healthways, Inc.
United States of America	HEALTHWAYS WHOLEHEALTH LIVING	6-Dec-10	85191598	4115930	20-Mar-12	Registered	Healthways, Inc.
United States of America	HEALTHWAYS WHOLEHEALTH NETWORKS	16-Aug-11	85399258			Allowed	Healthways, Inc.
United States of America	HEALTHWAYS BLUE ZONES CERTIFIED EMPLOYER	7-Dec-10	85192174			Suspended	Healthways, Inc. and Blue Zones, LLC
United States of America	HEALTHWAYS BLUE ZONES VITALITY CITY	7-Dec-10	85192160			Pending	Healthways, Inc. and Blue Zones, LLC
United States	HEALTHWAYS BLUE ZONES VITALITY	7-Dec-10	85192226			Suspended	Healthways, Inc. and Blue Zones,

TRADEMARK
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COUNTRY	MARK / TITLE	DATE FILED	SERIAL NO.	REG. NO.	REG. DATE	STATUS	OWNER
of America	SCHOOL						LLC
United States of America	HEALTHWAYS BLUE ZONES VITALITY UNIVERSITY	7-Dec-10	85192232			Suspended	Healthways, Inc. and Blue Zones, LLC
United States of America	HEALTHY ALIGNMENT	31-Aug-05	78704633	3706997	3-Nov-09	Registered	Healthways Health Support, LLC
United States of America	IMPROVED HEALTH IS THE OUTCOME	20-Dec-01	76351458	2635026	15-Oct-02	Registered	Healthways, Inc.
United States of America	INNERGY	22-Jun-11	85353094			Allowed	Healthways, Inc.
United States of America	INNERGYGO	3-Apr-12	85587950			Pending	Healthways, Inc.
United States of America	MEYOU HEALTH	9-Mar-11	85262259			Allowed	MeYou Health, LLC
United States of America	MEYOU HEALTH	10-Jun-11	85343075			Pending	MeYou Health, LLC
United States of America	MY HEALTH IQ	12-Jul-04	78449555	3285479	28-Aug-07	Registered	Population Health Support, LLC
United States of America	NICODEMON	30-Dec-05	78783154	3791588	18-May-10	Registered	Healthways Health Support, LLC
United States of America	POPULATIONWORKS	25-Feb-00	75928258	2523411	25-Dec-01	Registered	Healthways, Inc.
United States of America	PRIME	1-Apr-05	78600269	3382837	12-Feb-08	Registered	Healthways Health Support, LLC
United States of America		4-Sep-02	76446357	2824523	23-Mar-04	Registered	Healthways Quitnet, Inc.
United States of America	Q-CARDS	30-Dec-05	78783165	3551958	23-Dec-08	Registered	Healthways Health Support, LLC
United States	Q-GADGET	15-Jan-02	76359279	2654237	26-Nov-02	Registered	Healthways Quitnet, Inc.

TRADEMARK
REEL: 004798 FRAME: 0456

COUNTRY	MARK / TITLE	DATE FILED	SERIAL NO.	REG. NO.	REG. DATE	STATUS	OWNER
of America							
United States of America	QUIT DATE WIZARD	15-Jan-02	76359280	2710860	29-Apr-03	Registered	Healthways Quitnet, Inc.
United States of America	QUITNET	15-Aug-08	77548251	3597981	31-Mar-09	Registered	Healthways Quitnet, Inc.
United States of America	QUITNET	15-Jan-02	76359278	2695137	11-Mar-03	Registered	Healthways Quitnet, Inc.
United States of America	QUITNET QUIT ALL TOGETHER	15-Jan-02	76359281	2697461	18-Mar-03	Registered	Healthways Quitnet, Inc.
United States of America	QUITSTER	30-Dec-05	78783178	3645007	23-Jun-09	Registered	Healthways Health Support, LLC
United States of America	SECONDOPINION.COM	11-Feb-99	75639630	2976349	26-Jul-05	Registered	First Opinion Corporation
United States of America	SILVERSNEAKERS	2-Oct-96	75175639	2086072	5-Aug-97	Registered	Healthways Health Support, LLC
United States of America	SILVERSNEAKERS STEPS	2-Jun-09	77750033	3823807	27-Jul-10	Registered	Healthways Health Support, LLC
United States of America	SILVERSPLASH	22-Mar-02	76385765	2674857	14-Jan-03	Registered	Healthways Health Support, LLC
United States of America	SILVERSTARS	19-Dec-05	78776009	3684524	15-Sep-09	Registered	Healthways Health Support, LLC
United States	STYLIZED DESIGN	4-Sep-02	76446356	2833762	20-Apr-04	Registered	Healthways Quitnet, Inc.

TRADEMARK
REEL: 004798 FRAME: 0457

COUNTRY	MARK / TITLE	DATE FILED	SERIAL NO.	REG. NO.	REG. DATE	STATUS	OWNER
of America							
United States of America	STYLIZED DESIGN	21-Jan-04	76572024	2922403	1-Feb-05	Registered	Healthways Quitnet, Inc.
United States of America		20-Sep-01	76315135	2743989	29-Jul-03	Registered	Navvis Healthcare, LLC
United States of America	THE EMBRACE	1-Sep-05	78705177	3148250	26-Sep-06	Registered	Healthways, Inc.
United States of America	THE Q	16-Oct-03	76556104	2881278	7-Sep-04	Registered	Healthways Quitnet, Inc.
United States of America	VITALITY BAROMETER	2-May-05	78620915	3326133	30-Oct-07	Registered	Healthways Health Support, LLC
United States of America	WELL-BEING +	19-Apr-12	85603030			Pending	Healthways, Inc.
United States of America	WELL-BEING CONNECT	4-Apr-11	85285677			Pending	Healthways, Inc.
United States of America	WELL-BEING CONNECTION	1-Nov-11	85461644			Pending	Healthways, Inc.
United States of America	WELL-BEING TRACKER	19-Apr-12	85603020			Pending	Healthways, Inc.
United States of America	WELL-BEING VOICE	11-May-11	85318024			Pending	Healthways, Inc.
United States of America	WELLBEINGGO	4-Apr-11	85285666			Allowed	Healthways, Inc.
United States of America	WOMEN'S HEARTADVANTAGE	28-Jan-03	76485559	2850376	8-Jun-04	Registered	Navvis Healthcare, LLC
United States of America	YOU'VE NEVER QUIT LIKE THIS BEFORE	30-Jun-11	85360255			Allowed	Healthways Quitnet, Inc.

RECORDED: 06/09/2012
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