



02-25-2003



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TRADEMARKS ONLY

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New 02.19.03

Resubmission (Non-Recordation)
Document ID#

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment)

02/24/2003 LMUELLER 00000182 75903710

FOR OFFICE USE ONLY

01 FC:8521 40.00 OP
02 FC:8522 150.00 OP

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002676 FRAME: 0666

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

(202) 861-3900

Name

Raymond Millien, Esq.

Address (line 1)

PIPER RUDNICK LLP

Address (line 2)

1200 Nineteenth Street, NW

Address (line 3)

Washington, DC 20036-2412

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

6

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75/903,710

76/230,167

76/379,468

75/903,712

76/379,469

75/903,711

76/379,467

Number of Properties

Enter the total number of properties involved.

#

7

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

190.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Raymond Millien, Esq.

Name of Person Signing



Signature

02/19/2003

Date Signed

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (the "Intellectual Property Security Agreement") is entered into as of February 18, 2003 by and between:

Allied Capital Corporation, a Maryland corporation having its principal place of business at 1919 Pennsylvania Avenue, N.W., Washington, DC 20006, individually and in its capacity as agent for the Purchasers ("Agent"); and

HealthMarket Inc., a Delaware corporation having its principal place of business at 20 Glover Avenue, Norwalk, CT 06850, ("Grantor").

RECITALS

A. Pursuant to that certain Senior Secured Note and Warrant Purchase Agreement of even date herewith between Grantor, Agent and the other parties thereto (the "Purchase Agreement"), Purchasers have agreed to make certain advances of money and to extend certain financial accommodations to Grantor in the amounts and manner set forth in the Purchase Agreement.

B. In order to induce the Purchasers to enter into the Purchase Agreement and advance money to Grantor thereunder, Grantor has agreed to grant to Agent, individually and in its capacity as agent for the Purchasers, a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Purchase Agreement and as specified in that certain Security Agreement of even date herewith between Grantor, Agent and the other parties thereto (the "Security Agreement").

C. Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Purchase Agreement and/or the Security Agreement.

D. Pursuant to the terms of the Purchase Agreement and Security Agreement, Grantor has granted to Agent a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Purchase Agreement and Security Agreement, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

1. To secure its obligations under the Purchase Agreement and Security Agreement, Grantor grants and pledges to Agent a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property type General Intangibles Collateral (including, without limitation, those Copyrights, Patents and Trademarks listed on *Exhibits A, B and C*, respectively, hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, reexaminations, extensions and continuations-in-part thereof.

2. This security interest is granted in conjunction with the security interest granted to Agent under the Security Agreement. The rights and remedies of Agent with respect to the security interest granted hereby are in addition to those set forth in the Purchase Agreement, the Security Agreement and the other Secured Financing Documents, and those which are now or hereafter available to Agent as a matter of law or equity. Each right, power and remedy of Agent provided for herein or in the Purchase Agreement, the Security Agreement or any of the Secured Financing Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Agent of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Purchase Agreement, the Security Agreement or any of the other Secured Financing Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Agent, of any or all other rights, powers or remedies.

3. Grantor represents and warrants that *Exhibits A, B, and C* attached hereto set forth any and all intellectual property rights for which Grantor has registered or filed an application with either the United States Patent and Trademark Office, the United States Copyright Office or any foreign counterpart offices, as applicable.

4. This Intellectual Property Security Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

5. Whenever possible, each provision of this Intellectual Property Security Agreement shall be interpreted in a manner as to be effective and valid under applicable law, but if any provision of this Intellectual Property Security Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of this Intellectual Property Security Agreement. This Intellectual Property Security Agreement is to be read, construed and applied together with the Purchase Agreement, the Security Agreement and the other Secured Financing Documents which, taken together, set forth the complete understanding and agreement of Agent, Purchasers and Grantor with respect to the matters referred to herein and therein.

6. This Intellectual Property Security Agreement and all obligations of Grantor hereunder shall be binding upon the successors and assigns of Grantor (including any debtor-in-possession on behalf of any Grantor) and shall, together with the rights and remedies of Agent, for the benefit of Agent and Purchasers, hereunder, inure to the benefit of Agent and Purchasers, all future holders of any instrument evidencing any of the Obligations and their respective successors and assigns. No sales of participations, other sales, assignments, transfers or other dispositions of any agreement governing or instrument evidencing the Obligations or any portion thereof or interest therein shall in any manner impair the Lien granted to Agent, for the benefit of Agent and Purchasers, hereunder. Grantor may not assign, sell, hypothecate or otherwise transfer any interest in or obligation under this Intellectual Property Security Agreement.

7. This Intellectual Property Security Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding its law on conflict of laws.

8. This Intellectual Property Security Agreement shall terminate on the Termination Date.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

AGENT:

Allied Capital Corporation,
a Maryland Corporation:

By: _____

Printed Name: _____

Title: _____

GRANTOR:

HealthMarket Inc.,
a Delaware Corporation:

By: *Gregory R. Morris*

Printed Name: Gregory R. Morris

Title: Executive Vice President and
Chief Operating Officer

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

AGENT:

Allied Capital Corporation,
a Maryland Corporation:

By: MP Gaffney

Printed Name: MICHAEL P. GAFFNEY

Title: PRINCIPAL

GRANTOR:

HealthMarket Inc.,
a Delaware Corporation:

By: _____

Printed Name: _____

Title: _____

[SIGNATURE PAGE TO INTELLECTUAL PROPERTY
SECURITY AGREEMENT]

EXHIBIT A - Copyrights

None.

EXHIBIT B - Patents

<u>Title</u>	<u>Patent/Application Number</u>	<u>Issue/Filing Date</u>
Method and Apparatus for Healthcare Plan Administration Using Medical Episodes of Care	U.S. Appl. No. <i>TBA</i>	December 30, 2002
Method and Apparatus for Computer Aided Healthcare Acquisition and Provision	U.S. Appl. No. 09/619,365	July 19, 2000

EXHIBIT C - Trademarks

<u>Mark</u>	<u>Registration/Application Number</u>	<u>Registration/Application Date</u>
HEALTHMARKET	U.S. 75/903,710	January 27, 2000
HEALTHMARKET.NET	U.S. 75/903,712	January 27, 2000
HEALTHMARKET.COM	U.S. 75/903,711	January 27, 2000
THE SUCCESS PLAN	U.S. 76/230,167	March 23, 2001
HEALTHMARKET SMARTFUNDS	U.S. 76/379,469	March 6, 2002
LEADING THE WAY	U.S. 76/379,467	March 6, 2002
YOUR CARE YOUR WAY	U.S. 76/379,468	March 6, 2002