

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM421739

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Webster Bank, National Association		09/20/2007	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Interplan Health Group, Inc.		
Street Address:	20 Waterside Drive		
City:	Farmington		
State/Country:	CONNECTICUT		
Postal Code:	06032		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2036678	AMERISCRIPIT	
Registration Number:	2420250	DIRECTCARE AMERICA	
Registration Number:	2439642	OHIO COMP 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:	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/		
DATE SIGNED:	03/30/2017		
Total Attachments: 4 source=Payoff Letter#page1.tif			

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September 20, 2007

Silver Point Finance, LLC, as Administrative Agent
Two Greenwich Plaza, First Floor
Greenwich, CT 06830

Re: Payment of amounts due from Interplan Health Group, Inc.

Ladies and Gentlemen:

Interplan Health Group, Inc., a Delaware corporation ("Borrower"), has advised Webster Bank, National Association (the "undersigned") that Borrower desires to repay all of the amounts, including but not limited to, principal, interest, expenses, fees or other charges, owing by Borrower to the undersigned (the "Repayment Amount"). This letter acknowledges and confirms that the total amount of the Repayment Amount, if we receive payment in full of such amount in immediately available funds at the account set forth below at or before 3 p.m. New York, New York time on September 20, 2007, is \$31,875,743.44, plus \$7,467.01 per day in interest for each day thereafter.

Payment of the Repayment Amount shall be made via wire transfer of immediately available federal funds to the following account:

Bank: Webster Bank, National Association
Address: 145 Bank Street, Waterbury, CT
ABA No.: 211170101
Bank Acct. No.: 529352, 900082841, 900066531, 900066564
Reference: Interplan Health Group, Inc.
Attention: Pricella Wade

Upon receipt of the Repayment Amount in accordance with the instructions set forth above, and in consideration thereof, the undersigned shall (a) terminate any lockbox account and blocked account it has established on Borrower's behalf in connection with any credit facility provided by the undersigned to Borrower and (b) forward any then existing or further payments that it receives on Borrower's behalf at any time thereafter, but only to the extent such funds are fully collected and available, to the following account:

ABA # 026009593
Bank of America
Dallas, TX
Account # 0047 8748 2277
Parker Group Master

Also, upon receipt of the Repayment Amount in accordance with the instructions set forth above, and in consideration thereof, the undersigned's security interests in any assets of Borrower shall be terminated and released, and in connection therewith the undersigned (a) shall terminate any and all security interests, liens, mortgages, and other encumbrances that it has or may have against any of the assets of Borrower or any subsidiary of Borrower, (b) shall deliver to Silver Point Finance, LLC, for its own benefit and the benefit of other lenders ("Silver Point"), in accordance with that certain Credit and Guaranty Agreement, dated as of September __, 2007, any possessory collateral held by it or its agents and (c) hereby authorizes Borrower, Silver Point, or any representative or agent of Borrower or Silver Point, to terminate any and all security interests which are evidenced by a filing, liens which are evidenced by a filing, mortgages and other encumbrances which are evidenced by a filing that the undersigned has or may have against any of the assets of Borrower, including the filing of any Uniform Commercial Code termination statements and such other documents, agreements and instruments as are necessary to evidence such release and termination.

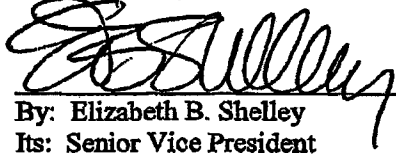
Promptly after the undersigned's demand of Borrower for any Charge Back (as hereinafter defined) made at any time within 60 days after the closing of the transactions contemplated by the Merger Agreement (as hereinafter defined), Borrower hereby agrees to reimburse the undersigned for any loss or damage the undersigned incurs as a result of any Charge Backs (as defined below), other than as a result of the undersigned's gross negligence or willful misconduct, due to: any checks or other items of payment being provisionally credited to Borrower's account (including wire transfers) and which are subsequently returned due to insufficient funds or returned or charged-back items (collectively, the "Charge Backs"). If any Charge Back is not paid by Borrower to the undersigned within 30 days after written demand therefor by the undersigned to Borrower, Silver Point shall pay to the undersigned within 30 days after receipt of written demand therefore from the undersigned the amount of such Charge Back.

The undersigned acknowledges and agrees that the payment of the Repayment Amount is being made in connection with the merger of Parker Group Acquisition, Inc. ("Merger Sub") with and into IHG Holdings, Inc. ("IHG") pursuant to that certain Agreement and Plan of Merger (the "Merger Agreement") by and among IHG, its Principal Stockholders (as defined in the Merger Agreement), The Parker Group, Inc. and Merger Sub, dated as of September __, 2007, and the undersigned further hereby consents to IHG, as parent company of the Borrower, entering into the Merger Agreement and any and all transactions and agreements contemplated thereby.

[Signature page follows.]

Sincerely,

Webster Bank, National Association


By: Elizabeth B. Shelley
Its: Senior Vice President

ACCEPTED, ACKNOWLEDGED AND AGREED:

Silver Point Finance, LLC

By:
Its:

[Signature page to Payoff Letter concerning Interplan Health Group, Inc.]

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Sincerely,

Webster Bank, National Association

By:
Its:

ACCEPTED, ACKNOWLEDGED AND AGREED:

~~Silver Point Finance, LLC~~



By: **Richard Patrill**
Its: **Authorized Signatory**

[Signature page to Payoff Letter concerning Interplan Health Group, Inc.]

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