

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ComPsych Employee Assistance Programs, Inc.		02/17/2006	CORPORATION: ILLINOIS
Comprehensive Psychological Centers, Inc.		02/17/2006	CORPORATION: ILLINOIS
ComPsych International, Inc.		02/17/2006	CORPORATION: ILLINOIS
LawPoint Corporation		02/17/2006	CORPORATION: ILLINOIS
FinancialPoint Corporation		02/17/2006	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	UBS AG, STAMFORD BRANCH, as collateral agent
Street Address:	677 Washington Boulevard
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	Banking Corporation: SWITZERLAND

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Serial Number:	75812098	BENEFITENHANCE
Serial Number:	74034044	COMPSYCH
Serial Number:	76047149	COMPSYCH
Serial Number:	73774506	COMPREHENSIVE PSYCHOLOGICAL CENTERS, P.C.
Serial Number:	74700897	FAMILYSOURCE
Serial Number:	75398443	FINANCIALCONNECT
Serial Number:	75312360	FINANCIALPOINT
Serial Number:	75673607	GLOBALCONNECT
Serial Number:	75604238	GUIDANCE RESOURCES

CH \$615.00 75812098

Serial Number:	75597043	IMAGINE THE BEST. NOW IMAGINE IT BETTER.
Serial Number:	75199060	LAWPOINT
Serial Number:	75223776	LEGALCONNECT
Serial Number:	75590133	MOVING FORWARD
Serial Number:	75604239	OVER DELIVERING ON EVERY EXPECTATION
Serial Number:	75590924	SERVICECONNECT
Serial Number:	75644026	THE GUIDANCE RESOURCES COMPANY
Serial Number:	76218557	FMLASOURCE
Serial Number:	78396448	YOUR LIFE YOUR WORK YOUR BEST
Serial Number:	78431753	ESTATEGUIDANCE
Serial Number:	78649953	IDRESOURCES
Serial Number:	78650963	HEALTHYGUIDANCE
Registration Number:	2565929	WELLNESSCONNECT
Registration Number:	2579202	THE GUIDANCE RESOURCES COMPANY
Registration Number:	1609428	

CORRESPONDENCE DATA

Fax Number: (202)728-0744
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2027216405
Email: christine.wilson@thomson.com
Correspondent Name: Corporation Service Company
Address Line 1: 1133 Avenue of the Americas
Address Line 2: Suite 3100
Address Line 4: New York, NEW YORK 10036

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	02/21/2006

Total Attachments: 9
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Trademark Security Agreement

Trademark Security Agreement, dated as of February 17, 2006, by Compsych Employee Assistance Programs, Inc., Comprehensive Psychological Centers, Inc., FinancialPoint Corporation, ComPsych International, Inc. and LawPoint Corporation (individually, each a "Pledgor", and, collectively, the "Pledgors"), in favor of UBS AG, STAMFORD BRANCH, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

WITNESSETH:

WHEREAS, the Pledgors are party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties (as defined in the Credit Agreement), to enter into the Credit Agreement, the Pledgors hereby agree with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and Pledgors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the

Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations (as defined in the Credit Agreement)(other than any contingent obligation indemnification with respect to which the Pledgors have not received notice of a claim or potential claim for indemnification) and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

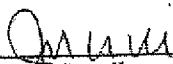
SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature pages follow]

IN WITNESS WHEREOF, each Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

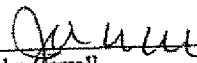
Very truly yours,

Comprehensive Psychological Centers, Inc.

By: 
Name: John Carroll
Title: Vice President

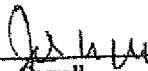
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Compsych Employee Assistance Programs, Inc.

By: 
Name: John Jarroll
Title: Vice President

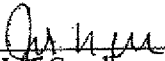
[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

FinancialPoint Corporation

By: 
Name: John Carroll
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

LawPoint Corporation

By: 
Name: John Carroll
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

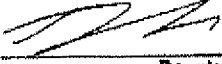
ComPsych International, Inc.

By: John Carroll
Name: John Carroll
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Collateral Agent

By: 
Name: Douglas Gervolino
Title: Associate Director
Banking Products
Services, US

By: 
Name: Sallor Sikka
Title: Associate Director
Banking Products
Services, US

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

MARK	COMPANY	STATUS	DATE	SERIAL #
Benefit Enhance	Compsych Employee Assistance Programs, Inc.	Registered	1/22/2002	75812098
ComPsych	Compsych Employee Assistance Programs, Inc.	Renewed	5/15/2001	74034044
ComPsych	Compsych Employee Assistance Programs, Inc.	Registered	7/10/2001	76047149
ComPsych (EU)	Compsych Employee Assistance Programs, Inc.	Registered	2/13/2001	1408467
ComPsych (Japan)	Compsych Employee Assistance Programs, Inc.	Registered	11/22/2001	4524384
Comp. Psych. Centers	Comprehensive Psychological Centers, Inc.	Renewed	1/17/2001	73774506
FamilySource	Compsych Employee Assistance Programs, Inc.	Renewed	9/12/2002	74700897
FinancialConnect	Compsych Employee Assistance Programs, Inc.	Registered	8/19/2003	75398443
FinancialPoint	FinancialPoint Corporation	Renewed	5/13/2004	75312360
GlobalConnect	Compsych International, Inc.	Registered	7/31/2001	75673607
Guidance Resources	Compsych Employee Assistance Programs, Inc.	Registered	9/3/2002	75604238
Guidance Resources (Japan)	Compsych Employee Assistance Programs, Inc.	Registered	12/10/2004	4824728
Imagine the best, now	Compsych Employee Assistance Programs, Inc.	Registered	10/3/2000	75597043
LawPoint	LawPoint Corporation	Renewed	10/10/2003	75199060
LegalConnect	Compsych Employee Assistance Programs, Inc.	Renewed	10/10/2003	75223776
Moving Forward	Compsych Employee Assistance Programs, Inc.	Registered	12/26/2000	75590133
Over Delivering on every ...	Compsych Employee Assistance Programs, Inc.	Registered	7/3/2001	75604239
ServiceConnect	Compsych Employee Assistance Programs, Inc.	Registered	8/1/2000	75590924
The Guidance Resource Co.	Compsych Employee Assistance Programs, Inc.	Registered	6/11/2002	75644026
FMLASource	Compsych Employee Assistance Programs, Inc.	Registered	4/2/2002	76218557
your life your work your best	Compsych Employee Assistance Programs, Inc.	Filed	4/5/2004	78396448
EstateGuidance	Compsych Employee Assistance Programs, Inc.	Filed	6/8/2004	78431753
IDResources	Compsych Employee Assistance Programs, Inc.	Filed	6/13/2005	78649953
HealthyGuidance	Compsych Employee Assistance Programs, Inc.	Filed	6/15/2005	78650963
Wellness-Connect	Compsych Employee Assistance Programs, Inc.	Registered	5/30/02	2,565,929
The Guidance Resource Co.	Compsych Employee Assistance Programs, Inc.	Registered	6/11/02	2,579,202
(Design Only)	Compsych Employee Assistance Programs, Inc.	Renewed	6/10/01	1,609,428

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