

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Release of Security Interest in Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Chatham Capital Management II, LLC		03/01/2007	LIMITED LIABILITY COMPANY: GEORGIA

RECEIVING PARTY DATA

Name:	Healthsmart Preferred Care II, L.P.
Street Address:	2002 West Loop 289
Internal Address:	Suite 103
City:	Lubbock
State/Country:	TEXAS
Postal Code:	79407
Entity Type:	LIMITED PARTNERSHIP: TEXAS

Name:	Icon Benefit Administrators II, L.P.
Street Address:	2002 West Loop 289
Internal Address:	Suite 110
City:	Lubbock
State/Country:	TEXAS
Postal Code:	79407
Entity Type:	LIMITED PARTNERSHIP: TEXAS

Name:	The Parker Group, Inc.
Street Address:	2002 West Loop 289
Internal Address:	Suite 108
City:	Lubbock
State/Country:	TEXAS
Postal Code:	79407
Entity Type:	CORPORATION: NEVADA

Name:	Q-Elements, Ltd.

OP \$165.00 2325113

Street Address:	2002 West Loop 289
Internal Address:	Suite 108
City:	Lubbock
State/Country:	TEXAS
Postal Code:	79407
Entity Type:	LIMITED PARTNERSHIP: TEXAS

Name:	Llano Corporate Services, Inc.
Street Address:	2002 West Loop 289
Internal Address:	Suite 110
City:	Lubbock
State/Country:	TEXAS
Postal Code:	79407
Entity Type:	CORPORATION: TEXAS

Name:	American Administrative Group, Inc.
Street Address:	750 Warrenville Road
Internal Address:	Suite 200
City:	Lisle
State/Country:	ILLINOIS
Postal Code:	60532
Entity Type:	CORPORATION: ILLINOIS

Name:	AAG Benefit Plan Administrators, Inc.
Street Address:	4500 Mercantile Plaza
Internal Address:	Suite 200
City:	Fort Worth
State/Country:	TEXAS
Postal Code:	76137
Entity Type:	CORPORATION: ILLINOIS

Name:	Parker GP, LLC
Street Address:	2002 West Loop 289
Internal Address:	Suite 110
City:	Lubbock
State/Country:	TEXAS
Postal Code:	79407
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS

Name:	Parker LP, LLC

Street Address:	2215-B Renaissance Dr.
Internal Address:	Suite 5
City:	Las Vegas
State/Country:	NEVADA
Postal Code:	89119
Entity Type:	LIMITED LIABILITY COMPANY: NEVADA

Name:	Carevu Corporation
Street Address:	2002 West Loop 289
Internal Address:	Suite 103
City:	Lubbock
State/Country:	TEXAS
Postal Code:	79407
Entity Type:	CORPORATION: TEXAS

Name:	Care ATC Texas, L.P.
Street Address:	2002 West Loop 289
Internal Address:	Suite 110
City:	Lubbock
State/Country:	TEXAS
Postal Code:	79407
Entity Type:	LIMITED PARTNERSHIP: TEXAS

Name:	Q-Elements Management Services, L.L.C.
Street Address:	2002 West Loop 289
Internal Address:	Suite 108
City:	Lubbock
State/Country:	TEXAS
Postal Code:	79407
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS

Name:	Insurance Marketing Resources, Inc.
Street Address:	2002 West Loop 289
Internal Address:	Suite 110
City:	Lubbock
State/Country:	TEXAS
Postal Code:	79407
Entity Type:	CORPORATION: TEXAS

Name:	Plan Management Group, Inc.

Street Address:	750 Warrenville Road
Internal Address:	Suite 200
City:	Lisle
State/Country:	ILLINOIS
Postal Code:	60532
Entity Type:	CORPORATION: ILLINOIS

Name:	Insurdata Management Services, LLC
Street Address:	4500 Mercantile Plaza
Internal Address:	Suite 200
City:	Fort Worth
State/Country:	TEXAS
Postal Code:	76137
Entity Type:	LIMITED LIABILITY COMPANY: TEXAS

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	2325113	HEALTHSMART PREFERRED CARE, INC.
Registration Number:	2325112	HEALTHSMART PREFERRED CARE, INC.
Registration Number:	2208419	
Registration Number:	2479995	SMARTACCESS
Serial Number:	76116977	SMARTCARE
Serial Number:	78362737	TOTAL ACCESS

CORRESPONDENCE DATA

Fax Number: (617)951-8736
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 617-951-8000
Email: jennifer.kagan@bingham.com
Correspondent Name: Jennifer Kagan
Address Line 1: Bingham McCutchen LLP
Address Line 2: 150 Federal Street
Address Line 4: Boston, MASSACHUSETTS 02110

ATTORNEY DOCKET NUMBER:	3002329/0000323922
NAME OF SUBMITTER:	Jennifer Kagan
Signature:	/jenniferkagan/
Date:	03/02/2007

Total Attachments: 4

source=Ares-Parker Trademark Release - final executed (2)#page1.tif

source=Ares-Parker Trademark Release - final executed (2)#page2.tif

source=Ares-Parker Trademark Release - final executed (2)#page3.tif

source=Ares-Parker Trademark Release - final executed (2)#page4.tif

RELEASE OF SECURITY INTERESTS IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is dated as of MARCH 1, 2007 by Chatham Capital Management II, LLC, a Georgia limited liability company, as agent ("Agent").

WHEREAS, THE PARKER GROUP, INC., a Nevada corporation ("Parker Group"), HEALTHSMART PREFERRED CARE II, L.P., a Texas limited partnership ("HealthSmart"), ICON BENEFIT ADMINISTRATORS II, L.P., a Texas limited partnership ("ICON"), Q-ELEMENTS, LTD., a Texas limited partnership ("Q-Elements"), LLANO CORPORATE SERVICES, INC., a Texas corporation ("Llano"), AMERICAN ADMINISTRATIVE GROUP, INC., an Illinois corporation ("AAG"), AAG BENEFIT PLAN ADMINISTRATORS, INC., an Illinois corporation ("AAG Benefit"), PARKER GP, LLC, a Texas limited liability company ("Parker GP"), PARKER LP, LLC, a Nevada limited liability company ("Parker LP"), CAREVU CORPORATION, a Texas corporation ("CareVu"), CARE ATC TEXAS, L.P., a Texas limited partnership ("CareATC"), Q-ELEMENTS MANAGEMENT SERVICES, L.L.C., a Texas limited liability company ("QM"), INSURANCE MARKETING RESOURCES, INC., a Texas corporation ("IMR"), PLAN MANAGEMENT GROUP, Inc., an Illinois corporation ("PMG") and INSURDATA MARKETING SERVICES, LLC, a Texas limited liability company ("IMS") (the "Grantors") and Agent entered into a certain Trademark Security Agreement, dated as of February 22, 2005 (as amended, restated, supplemented or otherwise modified prior to the date hereof, the "Agreement") related to Trademarks (as defined below);

WHEREAS, the Agreement granted Agent a security interest in, among other things, certain United States and foreign trademarks, tradenames, trademark registrations, service marks, trade styles, terms, designs and trademark applications and other intellectual property rights (collectively, the "Trademarks"), including, without limitation, the Trademarks listed on Schedule A attached hereto; and

WHEREAS, Agent desires to release its security interests in the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent hereby agrees as follows:

Agent hereby fully releases and terminates its security interests in and liens on:

(a) all of each Grantor's now existing or hereafter acquired right, title and interest in and to all Trademarks which are now filed with the PTO, any similar office or agency of any state, territory or possession of the United States or Canada or any similar office or agency of any other country, or used in the United States, any state, territory or possession thereof including, without limitation, Puerto Rico, or any other country, and (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages, and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all documents, packages,

prints and labels on which said Trademarks have appeared and all designs and general intangibles of a like nature, and (v) all rights corresponding thereto throughout the world;

(b) the goodwill of each Grantor's business connected with or symbolized by Trademarks; and

(c) any and all of the proceeds of any of the foregoing, including, without limitation, any claims by any Grantor against third parties for infringement of the Trademarks or of any license with respect thereto.

Agent further agrees, at the sole cost and expense of Grantor, to authorize or perform all acts reasonably necessary to effect the release and termination of its security interest and liens in the Trademarks, including, but not limited to the recording, filing and entering into any agreements, documents, forms or papers needed to accomplish such release and termination.

[Signature Page Follows]

IN WITNESS WHEREOF, Agent has caused this Release of Security Interests in Trademarks to be duly executed as of the day and year first above written.

CHATHAM CAPITAL MANAGEMENT II, LLC,
as Agent

By:

N. A. Anacronte

Name:

ANACRONTE

Title:

PARTNER

Schedule A
TO
RELEASE OF SECURITY INTERESTS IN TRADEMARKS

TRADEMARK	REG. NO./ SERIAL NO.	ISSUE DATE/FILING DATE
HealthSmart Preferred Care II, L.P.	2325113	March 7, 2000
HealthSmart Preferred Care, Inc.	2325112	March 7, 2000
Servicemark	2208419	December 8, 1998
SMARTACCESS	2479995	August 21, 2001
SMARTCARE	76/116977	
TOTAL ACCESS	78/362,737	November 2, 2004

Sch.A

CH\882430.1

RECORDED: 03/02/2007

TRADEMARK
REEL: 003492 FRAME: 0363