

06-03-1998



FORM PTO-1594

U.S. DEPARTMENT OF COMMERCE

1-31-92

100726635

Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document or certified copy thereof.

med 5-22-98

1. Name of conveying Party(ies):

CHOICECARE HEALTH PLANS, INC.

- Individual(s)
- General Partnership
- Corporation-State OHIO
- Other
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: MAY 15, 1998

2. Name and Address of receiving Party(ies):

Name: HUMANA, INC.

Internal Address:

Street Address: 500 WEST MAIN STREET

City: LOUISVILLE State: KY Zip: 40202

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State DELAWARE
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)/Application Date

B. Trademark Registration No.(s)/Registration Date

SEE ATTACHED EXHIBIT A

Additional sheet attached? Yes No

5. Name and address of party to whom correspondence concerning this matter should be mailed:

Jacobson, Price, Holman & Stern
400 7th Street, N.W.
Washington, DC 20004
Tel. 202-638-6666

Attorney Docket No. 8421/G.8421

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41)..... \$ 315.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit Account No.: 06-1358
(Attach duplicate copy of this page if paying by deposit account):

DO NOT USE THIS SPACE

9. Statement and Signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

MARSHA G. GENTNER
Name of Person Signing

Signature

MAY 22, 1998
Date

Total number of pages comprising cover sheet: 2

JPH&S 341-8/92

06/02/1998 DECATES 00000197 1868693

01 FC:481
02 FC:482

40.00 OF
275.00 OF

TRADEMARK
REEL: 1734 FRAME: 0266

EXHIBIT A

<u>MARK</u>	<u>REG NO.</u>	<u>REG DATE</u>
CHOICECARE (Stylized)	1,868,693	12/20/94
CHOICECARE (Stylized)	1,918,549	09/12/95
CO-CHOICE	1,743,514	12/29/92
NEWHEALTH	1,880,163	02/21/95
PRIMARY ACCESS (Stylized)	2,049,170	04/01/97
PRIMARY ACCESS	2,046,631	03/18/97
SELECT BY CHOICECARE	1,871,553	01/03/95
SPECIAL HEALTH (Stylized)	1,932,426	11/07/95
SPECIAL HEALTH (Stylized)	1,926,072	10/10/95
CHOICECARE	1,937,389	11/21/95
CHOICE TALK	1,817,531	01/18/94
WE MAKE MORE PEOPLE FEEL BETTER	1,894,316	05/16/95

n

TRADEMARK ASSIGNMENT

This Assignment made this 15th day of May, 1998, by and between Choicecare Health Plans, Inc., Ohio corporation, located and doing business at 655 Eden Park Drive, Cincinnati, Ohio 45202 [hereinafter Assignor], and Humana, Inc., a Delaware corporation, located and doing business at 500 West Main Street, Louisville, Kentucky 40202 [hereinafter Assignee].

WHEREAS, Assignor is the owner of the trademarks listed in the attached Exhibit A, and the U.S. registrations therefor; and

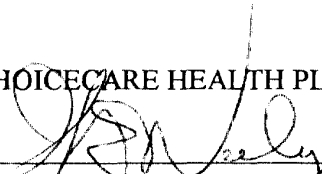
WHEREAS, Assignee is desirous of acquiring said marks listed in Exhibit A, and all right, title and interest which Assignor has in the marks and the U.S. registrations therefor.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign, set over and transfer to said Assignee, all right, title and interest which Assignor may have in and to the aforesaid marks, and the aforesaid U.S. trademark registrations therefor, together with the whole of the goodwill of the business symbolized by said marks, the same to be held and enjoyed by the Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made; together with any claims for damage by reason of past infringement of the aforesaid trademarks, with the right to sue for and collect the same for its own use and behalf, and for the use and on behalf of its successors, assigns or other legal representatives.

IN TESTIMONY WHEREOF, said Assignor has caused its name to be signed, by and through its duly authorized representative, this 15th day of May, 1998.

CHOICECARE HEALTH PLANS, INC.

BY:



TITLE:

Vice President

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