

06-17-1998



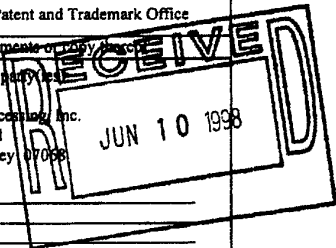
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U.S. Department of Commerce
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents of copy, if any.



<p>1. Name and address of conveying party(ies):</p> <p>Name: Health Benefits America, et al. Address: 5925 South 320 West, Suite 500 Salt Lake City, UT 84107</p> <p>___ Individual ___ Association ___ General Partnership ___ Limited Partnership <input checked="" type="checkbox"/> Corporation, State of <u>Utah</u> ___ Other: _____</p> <p>Additional name(s) of conveying party(ies) attached? <input checked="" type="checkbox"/> Yes ___ No</p>	<p>2. Name and address of receiving party(ies):</p> <p>Name: Automatic Data Processing, Inc. Address: One ADP Boulevard Roseland, New Jersey 07068</p> <p>___ Individual(s) citizenship: _____ ___ Association: _____ ___ General Partnership: _____ ___ Limited Partnership: _____ <input checked="" type="checkbox"/> Corporation, State of <u>Delaware</u> ___ Other: _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: ___ Yes ___ No (Designation must be a separate document from Assignment) Additional name(s) of receiving party(ies) attached? ___ Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance:</p> <p>___ Assignment <input checked="" type="checkbox"/> Merger ___ Security Agreement ___ Change of Name ___ Other: _____</p> <p>Execution Date: August 15, 1996</p>	
<p>4. Application Number(s) or Registration Number(s):</p> <p>A. Trademark Application Number: 74/693,755</p> <p>Additional numbers attached? ___ Yes <input checked="" type="checkbox"/> No</p>	<p>B. Trademark Registration Number(s):</p> <p>SEE ATTACHED</p> <p>Additional numbers attached? <input checked="" type="checkbox"/> Yes ___ No</p>
<p>5. Name and address of party to whom correspondence concerning this document should be mailed:</p> <p>Name: Ms. Ginger McCormick</p> <p>Address: McCutchen, Doyle, Brown & Enersen, LLP Three Embarcadero Center San Francisco, California 94111</p>	<p>6. Total applications and registrations involved: <u>6</u></p> <p>7. Total fee (37 C.F.R. § 3.41)(\$40.00 per assignment): <u>\$240.00</u></p> <p><input checked="" type="checkbox"/> Enclosed ___ Authorized to be charged to deposit account. <input checked="" type="checkbox"/> The Commissioner is authorized to charge underpayment of any fees or credit any overpayment to deposit Account Number 13-0257.</p> <p>8. Deposit Account Number: <u>13-0257</u></p>
<p>DO NOT USE THIS SPACE</p>	
<p>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.</p> <p><u>Ginger L. McCormick</u> <u>[Signature]</u> <u>6/9/98</u> Name Signature Date</p> <p>Total number of pages including cover sheet, attachments and document: <u>11</u></p>	
<p>Mail documents to be recorded with required cover sheet information to: <u>875.00 138</u> Commissioner of Patents and Trademarks Box Assignments Washington, D.C. 20231</p>	

06/16/1998 BCDATES 00000121 74693755
01 FC: 481 40.00 DP
02 FC: 482 125.00 DP

Repln. Ref: 06/16/1998 BCDATES 0010280700
DA#: 130257 Name/Number: 74693755
FC: 704

AB981550.070/16900-900

TRADEMARK
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Box 1 Additional Names:

Merger Agreement Among
AUTOMATIC DATA PROCESSING, INC.
HBA ACQUISITION CORPORATION,
HEALTH BENEFITS AMERICA,
JEFFREY CL. FLAMM,
RONALD C. GUNNELL,
BRADLEY E. WITTWER,
et al.

Box 4B Trademark Registrations:

U.S. Patent and Trademark Office
Registration Assignment

<u>MARK</u>	<u>REG. NO.</u>	<u>DATED</u>
PPD Personal Provider Directory & Design	2,040,040	February 25, 1997
Health Benefits America	2,023,580	June 27, 1995
NETworks (Stylized)	1,978,650	June 4, 1996
HBA (Stylized)	1,807,971	November 30, 1993
HBA Health Benefits America & Design	1,420,433	December 9, 1986

MERGER AGREEMENT

Among

AUTOMATIC DATA PROCESSING, INC.,

HBA ACQUISITION CORPORATION,

HEALTH BENEFITS AMERICA,

JEFFREY C. FLAMM,

RONALD C. GUNNELL,

BRADLEY E. WITTWER ,

And

**THE TRUSTS LISTED ON THE
SIGNATURE PAGES HEREOF**

Dated as of August 15, 1996

TRADEMARK

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assets or property necessary for the conduct of the business of the Company as presently utilized or conducted that are not currently owned, leased, or licensed by the Company.

5.14 Leased Properties. Schedule 5.14 sets forth a true and correct list of all outstanding realty and personal leases to which the Company is a party or by which it is bound, whether as lessee or lessor, on the date hereof. The Company occupies or uses all of the real and personal property leased by it under and in accordance with such leases, and has neither assigned its interests under any such lease nor further subleased the property that is the subject of any such lease. All of such leases are in full force and effect and there exists no default or event, occurrence, condition or act that, with the giving of notice, the lapse of time or both, would become a default thereunder.

5.15 Licensed Properties. Section (a) of Schedule 5.15 sets forth a true and correct list of all outstanding licenses to which the Company is a party or by which it is bound, whether as licensee or licensor, on the date hereof (including without limitation any software licenses other than commercial, off-the-shelf software used in the ordinary course of business), and a true and complete copy of each such license has been delivered to ADP. Except as set forth in Section (b) of Schedule 5.15, the Company has the right to use all of the property licensed by it under any such licenses, and any license granted by the Company to any third-party is non-exclusive and any such licensees are not and will not be entitled to further sublicense, assign or transfer the licensed property to others. All such licenses are in full force and effect and there exists no default or event or condition or act that, with the giving of notice, the lapse of time or both, would become a default thereunder.

5.16 Patents, Copyrights, and Other Proprietary Rights. Section (a) of Schedule 5.16 sets forth a true and correct list of all trademarks, trade names, service marks, patents and copyrights (and applications therefor), and all proprietary systems heretofore or presently used by the Company in connection with its business, each of which is owned by the Company subject to no license, royalty arrangement or dispute, and a true and complete copy of each instrument evidencing any such trademark trade name, service mark, patent, copyright (or application therefor), and proprietary system has been delivered to ADP. Section (b) of Schedule 5.16 also sets forth a list of all registries, including the United States Patent and Trademark Office and United States Copyright Office, where any of the foregoing is registered or subject to a pending application for registration. None of the software, hardware or services sold, licensed or otherwise provided by the Company infringes any copyright or copyright applications or patent or patent applications of others, nor does it constitute an infringement or appropriation of proprietary information or trade secrets of others, nor has any Claim been made against the Company or the Stockholders alleging any such appropriation or infringement. Except as set forth in Section (c) of Schedule 5.16, no stockholder, officer or director of the Company or any other third party owns or has any interest in any software, trademark, service mark, trade name, patent, copyright or application therefor, if any, used by the Company in connection with its business.

5.17 Property and Casualty Insurance. Schedule 5.17 sets forth a true and correct list of all insurance policies held by the Company in effect on the date hereof, including the types

Schedule 5.16 - Intellectual Property

a) Following are trademarks, service marks, etc:

- HBA
- HBA Health Benefits America
- NETworks
- Administrative Solutions Group - filed for, not granted.
- HBA has no agreements with independent contractors who provide programming services for HBA with respect to ownership of the software. HBA does not have signed intellectual property agreements with its internal software development staff.

b) United States Patent Trademark Office

c) HBA has not written agreements with independent contractors who provide programming services for HBA regarding the ownership of such software. HBA does not have signed intellectual property agreements with its internal systems development staff.

Explanation of Copyrights for Communications Materials

It is the practice of HBA to copyright both printed and electronic communications materials. These materials include, but are not limited to: sales materials, product and service brochures and literature, electronic presentations and displays, printed presentations, and responses to and the distribution of Requests For Information.

Although it is the practice to copyright these items, it is not the practice to register them.