

TRADEMARK

01-04-1999

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To the Honorable Commissioner of Patents and Trademark

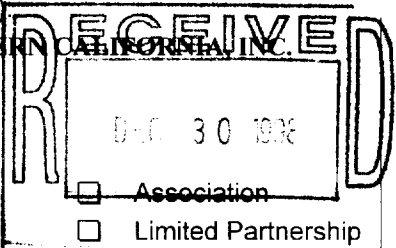
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Documents or copy thereof

1. Name of conveying party(ies)

CAREAMERICA--SOUTHERN CALIFORNIA, INC.

MR. D
12-30-98



- Individual(s)
- General Partnership
- Corporation-State California
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

Execution Date: May 220, 1998

Name and address of receiving party(ies):

Name: CALIFORNIA PHYSICIANS' SERVICE

Internal Address:

Street Address: 50 Beale Street

City: San Francisco State: CA ZIP: 94105

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,743,515

Additional numbers Yes No

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

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40.00

- Enclosed
- Authorized to be charged to deposit account 40E

8. Deposit account number:

19-2090

Name: Sheldon & Mak

Internal Address:

Street Address: 225 South Lake Avenue

City Pasadena State: CA ZIP: 91101

01/04/1999 SSMITH 00000003 192090 1743515
01 FC:481 40.00 CH

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

Danton K. Mak Reg. No. 31,695

Name of Person Signing

[Signature]

Signature

12/28/98

Date

Total number of pages including cover sheet, attachments, and

6

TRADEMARK

REEL: 1834 FRAME: 0556

State of California

SECRETARY OF STATE



MS

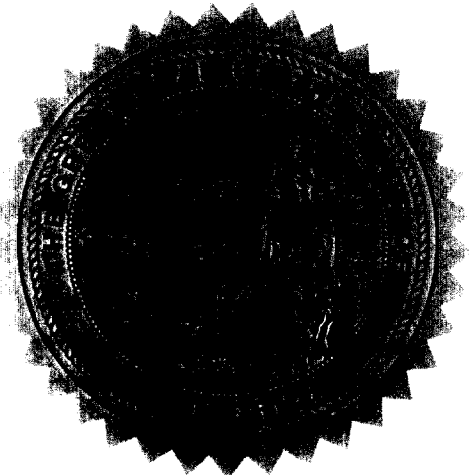
6 Pages

I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

JUL 8 1928



Bill Jones

Secretary of State

AGREEMENT OF MERGER

BY AND BETWEEN

CALIFORNIA PHYSICIANS' SERVICE

AND

CAREAMERICA—SOUTHERN CALIFORNIA, INC.

ENDORSED-FILED
In the office of the Secretary of State
of the State of California

JUL 01 1998

BILL JONES, Secretary of State

THIS AGREEMENT OF MERGER, dated as of May 20, 1998 (the "Agreement"), is by and among California Physicians' Service, a California nonprofit mutual benefit corporation ("CPS" or the "Surviving Corporation"), and CareAmerica—Southern California, Inc., a California corporation ("CareAmerica").

RECITALS

WHEREAS, the Boards of Directors of CPS and CareAmerica, the sole shareholder of CareAmerica and the members of CPS have each approved, and deem it advisable and in the best interests of their respective companies and shareholders or members to consummate, the merger provided for herein, pursuant to which CareAmerica shall merge with and into the CPS (the "Merger") in accordance with the terms of this Agreement, and accordingly have agreed to effect the Merger upon the terms and subject to the conditions set forth herein;

NOW, THEREFORE, the corporations parties to this Agreement, by and between their respective boards of directors, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby agree upon and prescribe the terms and conditions of the Merger and the mode of carrying them into effect as follows:

ARTICLE 1. MERGER

Section 1.01. Merger. At the time of the filing of this Agreement with the California Secretary of State (the "Effective Time"), CareAmerica shall be merged with and into CPS, and CPS shall be the Surviving Corporation.

ARTICLE 2. OTHER MATTERS

Section 2.01. Further Assignments or Assurances. If at any time CPS shall consider or be advised that any further assignments or assurances in law are necessary to vest or to perfect or to confirm of record in CPS the title to any property or rights of CareAmerica, or otherwise carry out the provisions hereof, the proper officers and directors of CareAmerica, as of the Effective Time of the Merger, shall execute and deliver all proper deeds, assignments, confirmations, and

assurances in law, and to all acts proper to vest, perfect, and confirm title to such property or rights in CPS, and otherwise carry out the provisions hereof.

ARTICLE 3. EFFECT ON OUTSTANDING SHARES

Section 3.01. Cancellation of Shares. At the Effective Time, all outstanding shares of CareAmerica shall immediately be cancelled.

Section 3.02. CPS Memberships. The memberships of CPS existing at the Effective Time shall not be changed or converted as a result of the Merger but shall remain as memberships of the Surviving Corporation.

ARTICLE 4. DIRECTORS

Section 4.01. Board of CPS. The directors and officers of CPS holding office at the Effective Time shall continue to hold office in the Surviving Corporation until removed as provided by law or until such time as their successors have been elected and qualified. Any vacancy existing on the Board of Directors of the Surviving Corporation at the Effective Time may be filled in the manner provided by the bylaws of CPS.

ARTICLE 5. ARTICLES OF INCORPORATION

Section 5.01. Articles of Survivor. The Articles of Incorporation of CPS, as existing on the Effective Date of the Merger, shall continue in full force as the articles of the Surviving Corporation until altered, amended as provided therein, or as provided by law.

ARTICLE 6. BYLAWS

Section 6.01. Bylaws of CPS. The Bylaws of CPS, as existing on the Effective Date of the Merger, shall continue in full force as the bylaws of the Surviving Corporation until altered, amended, or repealed as provided therein or as provided by law.

ARTICLE 7. INTERPRETATION AND ENFORCEMENT

Section 7.01. Notices. All notices, requests, demands, or other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by courier service, by telecopy (if followed by another method permitted by this Section 7.01), or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses (or at such other address for a party as shall be specified in a notice given in accordance with this Section 7.01):

(a) in the case of CareAmerica to:

CareAmerica – Southern California, Inc.
c/o Blue Shield of California
50 Beale St
San Francisco, CA 94105
Attention: Seth Jacobs

(b) in the case of CPS to:

Blue Shield of California
50 Beale Street
San Francisco, CA 94105
Attention: Seth Jacobs

Section 7.02. Counterpart Executions. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original.

Section 7.03. Controlling Law. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California, the state in which this Agreement is being executed.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers on May 20, 1998, at San Francisco, California.

CAREAMERICA—SOUTHERN
CALIFORNIA, INC.

By: Karen Schievelbein
Karen Schievelbein
Vice President

By: Seth Jacobs
Seth Jacobs
Assistant Secretary

CALIFORNIA PHYSICIANS' SERVICE

By: Bruce Bodaken
Bruce Bodaken
President and COO

By: Seth Jacobs
Seth Jacobs
Senior Vice President