

03-04-1999

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Record the attached original documents or copy thereof.

MRD 2-11-99

1. Name of conveyer:

ShopKo Stores, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- 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: January 28, 1999

Name and address of receiving party(ies):

Name: ProVantage Health Services, Inc

Internal Address: _____

Street Address: 700 Pilgrim Way

City: Green Bay State: WI ZIP: 54304

- 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

02-11-1999
U.S. Patent & TMO/TM Mail Rcpt Dt. #47

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

A. Trademark Application No.(s)
75/344602

B. Trademark registration No.(s)
1,874,828; 1,902,931

Additional numbers attached? Yes No

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

Name: Susan A. Buckna, Esq.

Internal Address: ShopKo Stores, Inc.

Street Address: 700 Pilgrim Way

City: Green Bay State: WI ZIP: 54304

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41): \$ 90

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

03/03/1999 JSKBRZZ 00000043 75344602

DO NOT USE THIS SPACE

01 FC:481 40.00 OP
02 FC:482 50.00 OP

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.

Richard D. Schepp, Esq.

1/28/99

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet

one

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

TRADEMARK/SERVICE MARK ASSIGNMENT AGREEMENT

THIS TRADEMARK/SERVICE MARK ASSIGNMENT AGREEMENT (this "Agreement") is made by and between ShopKo Stores, Inc., a Wisconsin corporation ("ASSIGNOR"), and ProVantage Health Services, Inc., a Delaware corporation ("ASSIGNEE").

I. BACKGROUND

- A. ASSIGNOR is the owner of the trademark/service marks described in Exhibit A attached hereto and incorporated by reference herein (the "Marks"), including (a) the trademark/service mark applications/registrations described in Exhibit A, (b) any and all common law rights associated with the Marks, and (c) the goodwill of the business symbolized by the Marks in connection with the goods and/or services on which, or in conjunction with which the Marks are used; and
- B. ASSIGNOR desires to convey, transfer, assign, deliver and contribute to ASSIGNEE all of its worldwide right, title, and interest in and to the Marks.

NOW, THEREFORE, ASSIGNOR and ASSIGNEE, in consideration of \$10.00, the mutual agreements herein contained, and other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, do hereby agree as follows:

II. AGREEMENT

- 1.1 ASSIGNOR, hereby conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all of ASSIGNOR'S worldwide right, title, and interest in and to the Marks, together with (a) the trademark/service mark applications/registrations described in Exhibit A, (b) any and all common law rights associated with the Marks, and (c) the goodwill of the business symbolized by the marks in connection with the goods and/or services on which, or in conjunction with which, the Marks are used, (d) all income, royalties, and damages hereafter due or payable to ASSIGNOR with respect to the Marks, including, without limitation, damages and payments for past or future infringements, misappropriations, and other unauthorized uses of the Marks; and (e) all rights to sue for past, present, and future infringements, misappropriations, or unauthorized uses of the Marks.
- 1.2 ASSIGNOR further conveys, transfers, assigns, delivers, and contributes to ASSIGNEE all rights in the trade dress, labels, logos and designs associated with the Marks (the "Associated Materials"), together with (a) all worldwide right, title and interest in and to the copyrights in the Associated Materials, (b) all income royalties, and damages hereafter due

or payable to ASSIGNOR with respect to the Associated Materials, including, without limitation, damages, and payments for past or future infringements, misappropriations, and other unauthorized uses of the Associated Materials, and (c) all rights to sue for past, present, and future infringements, misappropriations, or unauthorized uses of the Associated Materials.

- 1.3 If, after giving effect to the terms of this Agreement, ASSIGNOR retains any rights in and to the Associated Materials, including, without limitation, any moral rights, artist's rights or similar rights, ASSIGNOR hereby waives all such rights, including, without limitation, the moral rights of attribution and integrity, for all Associated Materials for all possible uses or purposes.
- 1.4 ASSIGNOR further covenants that it will, upon request and without further consideration, execute, acknowledge, and deliver to ASSIGNEE all documents, papers, forms, and authorizations and take all other actions that may be necessary for securing, completing, or vesting in ASSIGNEE full worldwide right, title, and interest in the Marks and the Associated Materials.
- 1.5 This Agreement is effective January 28, 1999.

IN WITNESS WHEREOF, the parties hereto have duly executed under seal and delivered this Agreement, as follows.

ASSIGNOR:

ASSIGNEE:

By: 

By: 

Name: RICHARD D. SCHUPP

Name: RICHARD D. SCHUPP

Title: SECRETARY

Title: SECRETARY

Date: 1-28-99

~~Title:~~ DATE: 1-28-99

EXHIBIT A

	SM	Registered	1,874,828	1/17/95	36 (101,102)
PROMAX	SM	Registered	1,874,828	1/17/95	36 (101,102)
PROVANTAGE	TM	Registered	1,902,931	7/04/95	35,42 (100,101)
PROVANTAGE	TM; SM	Pending	(75/344,602)	(8/21/97)	9,35,42