

06-03-1999



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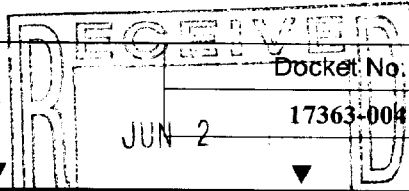
HEET

ILY

Docket No.:

17363-004

JUN 2



MDD 6-2-99
Tab settings

To the Honorable Commissioner of Patents and Trademarks the attached original documents or copy thereof.

1. Name of conveying party(ies):

Partner Provider Health Inc.

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

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

2. Name and address of receiving party(ies).

Name: New Partner Provider Health, Inc.

Internal Address: Commerce Place

Street Address: 350 Main Street, Suite 14

City: Malden State: MA ZIP: 02148

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

3. Nature of conveyance:

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

Execution Date: May 19, 1999

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

A. Trademark Application No.(s)

75/505687 75/126715
75/505688 75/364614

Additional numbers

B. Trademark Registration No.(s)

2,126,289
2,207,085
2,184,621

Yes No

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

Name: David B. Bernstein

Internal Address: Mintz, Levin, Cohn, Ferris, Glovsky

and Popeo, P. C.

Street Address: One Financial Center

City: Boston State: MA ZIP: 02111

6. Total number of applications and registrations involved:.....

7

7. Total fee (37 CFR 3.41):.....\$ \$280.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

06/03/1999 DNGUYEN 00000111 75505687

DO NOT USE THIS SPACE

01 FC:481 40.00 DP
02 FC:482 150.00 DP

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.

David B. Bernstein

Name of Person Signing

Signature

May 25 1999

0000061670
DNGUYEN
06/03/1999

CHECK Refund Total: \$0.00

Total number of pages including cover sheet, attachments, and

4

TRADEMARK

SCHEDULE A

To Trademark Assignment Dated May 19, 1999

U.S. Trademark Registration No.: 2,126,289

Title: PPH, Class 42

Registered: December 30, 1997

U.S. Trademark Registration No.: 2,207,085

Title: PPH & Design

Registered: December 1, 1998

U.S. Trademark Registration No.: 2,184,621

Title: VisionMed

Registered: August 25, 1998

Unregistered U.S. Trademarks:

PodiaMed (application pending; Serial No.: 75-505687)

HeartMed (application pending; Serial No.: 75-505688)

PPH Partner Provider Health (application pending; Serial No.: 75-126715)

Solutions Innovations Guarantees (application pending; Serial No.: 75-364614)

Unregistered Canadian Trademarks:

PPH (application pending)

VisionMed (application pending)

LITDOCS: 1129617.1 (_7m9011.doc)

ASSIGNMENT OF TRADEMARKS

WHEREAS, Partner Provider Health Inc., a corporation organized and existing under the laws of the State of Delaware (the "Seller"), is the owner of the entire right, title and interest in and to certain trademark and servicemark registrations and applications, as specified in Schedule A attached hereto and made a part hereof (the "Trademarks"); and

WHEREAS, New Partner Provider Health Inc., a corporation organized and existing under the laws of the State of Delaware (the "Purchaser"), has acquired the entire right, title and interest in and to the assets of the Seller, including the Trademarks pursuant to an Asset Purchase Agreement dated as of May 19, 1999 (the "Asset Purchase Agreement"); and

WHEREAS, pursuant to the Asset Purchase Agreement the Seller has agreed to execute such additional instruments as may be necessary or desirable to confirm said acquisition of assets by the Purchaser.

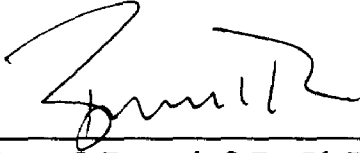
NOW, THEREFORE, in consideration of the foregoing, as well as for other good and valuable consideration the receipt of which is hereby acknowledged, the Seller hereby sells, assigns, transfers and sets over to the Purchaser, its successors and assigns, as of the Effective Date, the entire right, title and interest of the Seller in and to the Trademarks, together with the goodwill of the business in which the Trademarks are used and which goodwill is symbolized by the Trademarks, and including the rights to recover damages, profits and other compensation for infringement, including past infringement, of the Trademarks and to file and obtain renewals thereof.

After delivery of this Assignment, the Seller shall upon request of the Purchaser execute and deliver such additional documents and instruments, and perform such additional acts, as may be required to perfect the Purchaser's right, title and interest in and to the Trademarks acquired by the Purchaser hereunder.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Seller has caused this instrument to be executed by its duly authorized officer as of the 19th day of May, 1999.

PARTNER PROVIDER HEALTH INC.

By: 
Barry J. Barresi, O.D., Ph.D.
President and Chief Executive Officer

ATTEST:



ACKNOWLEDGMENT

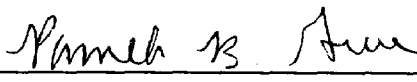
Commonwealth of Massachusetts

ss.

County of Suffolk

On this 19th day of May 1999, being duly sworn personally appears before me, the above named, Barry J. Barresi, known by me to be the one who executed the foregoing instrument and subscribed the same in my presence, and acknowledged the same to be his free act and deed on behalf of and as authorized by Yumela B. Greene.

Given under my hand and notarial seal as of the 19th day of May, 1999.


Notary Public

My commission expires:

12/1/2000