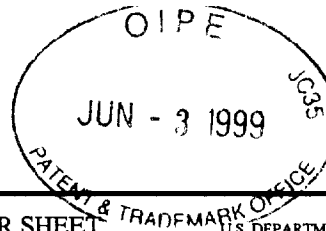


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FORM PTO-1594

101056742

COVER SHEET

U.S. DEPARTMENT OF COMMERCE

# TRADEMARKS ONLY

Patent and Trademark Office

1-31-92

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

1. Name of conveying Party(ies):  
 CENTERSTONE INSURANCE AND FINANCIAL SERVICES

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State    CALIFORNIA  
 Other \_\_\_\_\_

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

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

3. Nature of conveyance:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: MAY 26, 1999

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)

B. Trademark Registration No.(s)  
1,972,297 (registered May 7, 1996)

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/A-646

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

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                      [Signature]                      JUNE 3, 1999  
 Name of Person Signing                      Signature                      Date

Total number of pages comprising cover sheet: 1

JPH&S 341-892

06/04/1999 DNGUYEN 00000253 1972297  
01 FC:481 40.00 OP

**TRADEMARK ASSIGNMENT**

This Assignment made this 20<sup>th</sup> day of May, 1999,

by and between Centerstone Insurance and Financial Services, a California corporation, located and doing business at 20750 Ventura Boulevard, Woodland Hills, California 91364 [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 trademark MARKETPOINT, and the U.S. registration therefor, no. 1,972,297; and

WHEREAS, Assignee is desirous of acquiring said trademark, and all right, title and interest which Assignor has in the mark and the U.S. registration 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 in and to the aforesaid mark, and the aforesaid U.S. trademark registration therefor, no. 1,972,297, together with the whole of the goodwill of the business symbolized by said mark, 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 trademark, 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 on the date herein below written.

CENTERSTONE INSURANCE AND  
FINANCIAL SERVICES

BY: [Signature]  
TITLE: Chief Executive Officer

County of Dallas )  
  ) ss:  
State of Texas )

On this 20<sup>th</sup> day of May, 1999, before me personally appeared Bernard P. Ditro, an officer of Centerstone Insurance and Financial Services, who represented and warranted that he is the individual named above and who executed the foregoing instrument and that he has been duly authorized by Centerstone Insurance and Financial Services to sign, seal and deliver the same as the voluntary act and deed of Centerstone Insurance and Financial Services for the uses and purposes therein expressed.

[Signature]  
Notary Public

[SEAL]

