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TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks:

As set forth herein, PacifiCare Health Systems, Inc., a Delaware corporation, changed its name to PacifiCare Operations, Inc. Subsequently, PacifiCare Operations, Inc. assigned its interests in certain trademark applications and registrations to its wholly-owned subsidiary, PacifiCare Life and Health Insurance Company, an Indiana corporation. We hereby request that your office record the name change and assignment. In light thereof, we provide the following information:

1. **Name of conveying party:** PacifiCare Operations, Inc., a Delaware corporation formerly known as PacifiCare Health Systems, Inc.
2. **Name and address of the party receiving the interest:** PacifiCare Life and Health Insurance Company, an Indiana corporation, located at 3515 Harbor Blvd., Costa Mesa, California 92626-1437.
3. **Nature of conveyance:** Name change (PacifiCare Health Systems, Inc. changed its name to PacifiCare Operations, Inc. effective as of February 14, 1997) and assignment (PacifiCare Operations, Inc. assigns certain trademark applications and registrations to PacifiCare Life and Health Insurance Company effective as of October 1, 1998).
4. **Application number(s) or registration number(s):** PacifiCare Operations, Inc. assigned the following application numbers to PacifiCare Life and Health Insurance Company:

75-538,079
 75-543,207
 75-543,208

In addition, PacifiCare Operations, Inc. assigned the following registration numbers to PacifiCare Life and Health Insurance Company:

1,375,260	1,323,908	1,706,631
1,849,659	1,811,357	1,427,961
1,917,044	1,911,733	1,977,319
1,958,514	1,975,420	1,888,829
1,778,897		

5. **Name and address of the party to whom correspondence concerning the request to record the document should be mailed:** John A. Mueller, Esq., Konowiecki and Rank, 633 West 5th Street, Los Angeles, California 90071.
6. **Number of applications and/or registrations identified in the cover sheet and the total fee:** 16.

06/30/1999 DNGUYEN 00000153 75538079

01 FC:481
02 FC:482

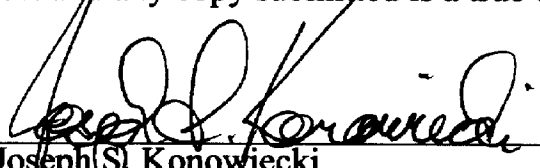
40.00 OP
375.00 OP

TRADEMARK
REEL: 001924 FRAME: 0382

7. **Date the document was executed:** The name change was effective as of February 14, 1997, a copy of the Certificate of Merger as filed with the Delaware Secretary of State is attached hereto as Exhibit A. The assignment was effective as of October 1, 1998 by that certain Contribution and Assignment Agreement, a copy of which is attached hereto as Exhibit B.

8. **Statement and Signature:** To the best of my knowledge and belief, the foregoing information is true and correct and any copy submitted is a true copy of the original document.

6-28-99
Date



Joseph S. Konowiecki
Secretary, PacifiCare Life and Health
Insurance Company

06/28/99 MON 12:05 FAX 714 825 5027
FEB 21 1997 12:41PM

PHS REG AFFRS

→→→ K&R DENISE/JON 002

FROM CORPORATION TRUST-DOVER, DE 026748340

(FRI) 2.14'97 16:40

NO. 2025 P. 17/22
16:11/NO. 4260103505 P 24

State of Delaware

PAGE 1

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:

"NEPTUNE MERGER CORP.", A DELAWARE CORPORATION,

WITH AND INTO "PACIFICARE HEALTH SYSTEMS, INC." UNDER THE NAME OF "PACIFICARE OPERATIONS, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE FOURTEENTH DAY OF FEBRUARY, A.D. 1997, AT 1:50 O'CLOCK P.M.

A CERTIFIED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS FOR RECORDING.



Edward J. Freel

Edward J. Freel, Secretary of State

2055654 8100M

971050243

AUTHENTICATION:

8332818

DATE:

02-14-97

**CERTIFICATE OF MERGER
MERCING
NEPTUNE MERGER CORP.
WITH AND INTO
PACIFICARE HEALTH SYSTEMS, INC.**

Pursuant to Section 251 of the General Corporation Law of
the State of Delaware

PacifiCare Health Systems, Inc. ("PacifiCare") does hereby certify as follows:

FIRST: That the constituent corporations, PacifiCare and Neptune Merger Corp. ("PacifiCare Merger Sub"), were incorporated pursuant to the Delaware General Corporation Law (the "DGCL").

SECOND: That an Amended and Restated Agreement and Plan of Reorganization dated as of November 11, 1996 (the "Reorganization Agreement"), setting forth the terms and conditions of the merger of PacifiCare Merger Sub with and into PacifiCare (the "Merger"), has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with Section 251 of the DGCL.

THIRD: That the surviving corporation of the Merger (the "Surviving Corporation") shall be PacifiCare.

FOURTH: That pursuant to the Reorganization Agreement, the Certificate of Incorporation of PacifiCare, as amended, will be the Certificate of Incorporation of the Surviving Corporation, except that Article I thereof shall be amended to read in its entirety as follows:

"The name of this Corporation is PacifiCare Operations, Inc."

FIFTH: That an executed copy of the Reorganization Agreement is on file at an office of the Surviving Corporation at the following address:

PacifiCare Operations, Inc.
c/o PacifiCare Health Systems, Inc.
5995 Plaza Drive
Cypress, California 90630-5028
Attention: Secretary

06/28/99 MON 12:06 FAX 714 825 5027

PHS REG AFFRS

→→→ K&R DENISE/JON 004

FEB. 21. 1997 12:43PM

FROM CORPORATION TRUST-DOVER, DF 3026748340

(FBI) 2.14'97 16:42 'T. 16:11/NO. 4260103505 P 32

IN WITNESS WHEREOF, N-T Holdings, Inc. has caused this Certificate of Amendment to be signed by its President and Secretary this ~~14~~ day of February, 1997.

N-T HOLDINGS, INC.

By: Alan Hoops
Alan R. Hoops, President

ATTEST:

By: Joseph S. Konowiecki
Joseph S. Konowiecki, Secretary

21229562

2.

EXHIBIT B

Contribution and Assignment Agreement

CONTRIBUTION AND ASSIGNMENT AGREEMENT

This CONTRIBUTION AND ASSIGNMENT AGREEMENT (the "Agreement"), dated as of October 1, 1998, is made and entered into by and between PacifiCare Health Systems, Inc., a Delaware corporation, and PacifiCare Operations, Inc., a Delaware corporation, on the one hand, (collectively, the "Assigning Entity") and PacifiCare Life and Health Insurance Company, an Indiana corporation, on the other hand (the "Company").

RECITALS:

WHEREAS, the Assigning Entity owns or is in common control with operating subsidiaries and affiliates which use a variety of names, service marks, trademarks, logos, slogans, tag lines or other intellectual properties in connection with their respective businesses which belong to the Assigning Entity. A list of these intellectual properties owned by the Assigning Entity is set forth in Exhibit A (collectively, the "PacifiCare Intellectual Property").

WHEREAS, the Company is a wholly-owned subsidiary of the Assigning Entity.

WHEREAS, the Assigning Entity desires for the Company to manage the PacifiCare Intellectual Property and to control the licensing of such property to the Assigning Entity's operating subsidiaries and affiliates.

WHEREAS, the Assigning Entity desires to contribute to the capital of the Company the PacifiCare Intellectual Property and any additional intellectual properties which the Assigning Party may in the future, develop, create or purchase.

AGREEMENT:

NOW, THEREFORE, in consideration of the above premises and mutual agreements and covenants set forth herein, the parties hereto agree as follows:

SECTION 1. Contribution Date. Subject to the provisions of Section 5 below, as used in this Agreement, the term "Initial Contribution Date" shall mean October 1, 1998 and the term "Subsequent Contribution Date" shall mean the date, as determined by the Assigning Entity, on which the Assigning Entity contributes to the Company any names, service marks, trademarks, logos, slogans, tag lines or other intellectual properties not listed in Exhibit A on the Initial Contribution Date (the "Additional PacifiCare Intellectual Property") (Sometimes hereinafter, the PacifiCare Intellectual Property and the Additional PacifiCare Intellectual Property collectively shall be referred to as the "Intellectual Property").

SECTION 2. Contribution and Assignment. (a) On the Contribution Date, the Assigning Entity shall contribute and assign to the Company as additional capital, and the Company agrees to accept from the Assigning Entity, all of the Assigning Entity's right, title and interest in and to the (i) PacifiCare Intellectual Property, including the service marks which form a part thereof and the rights under the U.S and state registrations, renewal

registrations and applications for registration pertaining to such service marks, and (ii) the goodwill of the businesses symbolized by and associated with any of the PacifiCare Intellectual Property.

(b) On any Subsequent Contribution Date, the Assigning Entity shall contribute and assign to the Company as additional capital, and the Company shall accept from the Assigning Entity, all of the Assigning Entity's right, title and interest in and to any Additional PacifiCare Intellectual Property and the goodwill of the businesses symbolized by and associated with any of the Additional PacifiCare Intellectual Property.

SECTION 3. Representations and Warranties of the Assigning Entity. The Assigning Entity hereby represents and warrants to the Company, to the best of the Assigning Entity's knowledge, as follows:

(a) The Assigning Entity is the owner of the PacifiCare Intellectual Property contributed by it pursuant to this Agreement, all of which are valid and in good standing and uncontested, and free and clear of all known liens and encumbrances, and, to the best knowledge of the Assigning Entity, do not infringe upon or otherwise act adversely to any trademarks, service marks or trade names owned by any third party. There is no claim or action pending or, to the knowledge of the Assigning Party, threatened which involves any of the PacifiCare Intellectual Property. With respect to the Additional PacifiCare Intellectual Property, on the applicable Subsequent Contribution Date, the Assigning Entity will be the owner of all such property to be contributed by it pursuant to this Agreement, all of which will be valid and in good standing and uncontested, and free and clear of all known liens and encumbrances, and, to the best knowledge of the Assigning Entity, will not infringe upon or otherwise act adversely to any trademarks, service marks or trade names owned by any third party. On any Subsequent Contribution Date, there will be no claim or action pending or, to the knowledge of the Assigning Party, threatened which will involve any of the Additional PacifiCare Intellectual Property.

(b) The Assigning Entity is a corporation duly organized, validly existing and in good standing under the laws of the state of Delaware and is duly qualified to do business and is in good standing as a foreign corporation in each jurisdiction where the conduct of its business or its ownership or leasing of property requires such qualification and in which failure to so qualify would have a material adverse effect on the Intellectual Property which it is assigning to the Company pursuant to this Agreement. The Assigning Entity has full corporate power and authority to carry on its business as now being conducted.

(c) The Assigning Entity has full power and authority to enter into and perform this Agreement and the transactions contemplated hereby. The execution, delivery and performance of this Agreement by the Assigning Entity has been duly and validly authorized by all necessary corporate action on its part and constitutes a valid and binding obligation of the Assigning Entity, enforceable against it in accordance with this Agreement's terms, except as limited by laws affecting the enforcement of creditors' rights generally or by the availability of equitable remedies.

(d) The execution, delivery and performance of this Agreement by the Assigning Party (i) does not require the consent of any third party, (ii) will not violate any provisions of its corporate charter or bylaws, (iii) will not violate any applicable law, judgement, order, injunction, decree, rule, regulation or ruling of any governmental authority to which the Assigning Party is a party or is subject or by which any of the Intellectual Property is subject or bound, (iv) will not either alone or with the giving of notice or the passage of time or both conflict with, constitute grounds for termination of or result in a breach of the terms, conditions or provisions of, or constitute a default under any material agreement, instrument, license or permit of the Assigning Entity, and (v) will not result in the creation of any lien, charge or encumbrance on any of the Intellectual Property, which, in any of the circumstances set forth in clauses (i) through (v), will not materially and adversely affect the value of the Intellectual Property.

SECTION 4. Further Assurances. The Assigning Entity agrees to execute, deliver and file such further instruments of assignment, instruments of transfer and instruments of further assurance as the Company may reasonably require to transfer, assign, confirm or perfect the Company's interest in the PacifiCare Intellectual Property and the Additional PacifiCare Intellectual Property which is consistent with the terms and provisions of this Agreement.

SECTION 5. Applicable Regulatory Approval. In the event that the Company is required to obtain regulatory approval to accept an assignment of the Intellectual Property as contemplated hereunder, then such assignments shall not be deemed effective until the earlier of the date on which express approval is granted by the appropriate regulatory body or, if express approval is not required, upon expiration of the designated notification period.

SECTION 6. Contingent Distribution. Upon the occurrence of any one or more of the following events, the Assigning Entity shall have the absolute right, but not the obligation, to direct the Company to distribute some or all of the PacifiCare Intellectual Property or Additional PacifiCare Intellectual Property to the Assigning Party in the form of a dividend:

(a) The Company ceases to exist, for any reason, including as a result of a involuntary or voluntarily dissolution, winding up, liquidation or rehabilitation;

(b) An involuntary bankruptcy, reorganization, rehabilitation, assignment for the benefit of creditors, debt relief action or similar proceeding is commenced against the Company or the Company voluntarily commences any one of the foregoing types of proceedings;

(c) The Company no longer is controlled by or under common control with the Assigning Party or any successor, successor-in-interest, transferee or assignee of the Assigning Party or an agreement, venture or arrangement is entered into which, when consummated, will effect such loss of control;

(d) The Assigning Party instructs the Company to discontinue the license or right to use of any of the Intellectual Property or to modify any of the Intellectual Property, in which event, the discontinued or original (prior to modification) version of such Intellectual Property shall be distributed to the Assigning Party; or

(e) The Company's capital and/or surplus falls below 250 % of the authorized control level of risk-based capital required under the insurance laws to which the Company is subject.

In the event that the Assigning Entity directs the Company to make a corporate distribution as permitted by this Section 6, then the Company agrees to take all necessary corporate or regulatory action to accomplish the same.

SECTION 7. Miscellaneous.

(a) Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, successors-in-interest, transferees and assigns. Subject to the provisions of Section 6 above, nothing herein shall be deemed to prevent the Company from assigning, licensing or taking any other action with respect to the Intellectual Property as it deems advisable in its sole and absolute discretion.

(b) Waiver and Amendment. No delay or failure on the part of a party to this Agreement in exercising any right, privilege or option hereunder shall operate as a waiver thereof or of any other right, privilege or option, and no waiver, amendment or modification of any provision of this Agreement shall be valid unless signed in writing by the party against whom enforcement is sought and then only to the extent therein stated.

(c) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(d) Governing Law. This Agreement has been entered into and shall be construed and enforced in accordance with the laws of the State of California, without regard to principals of conflicts of law.

(e) Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed to have been duly given when delivered in person, by facsimile, or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties as follows:

if to the Company:

PacifiCare Life and Health Insurance Company
3515 Harbor Blvd.
Costa Mesa, California 92626
Attention: President
Fax No.: (714) 825-3858

if to the Assigning Entity:

PacifiCare Health Systems, Inc.
3120 Lake Center Drive
Santa Ana, California 92704
Attention: President
Fax No.: (714) 825-5041

or to such other address as the party to whom notice is given may have previously furnished to the others in writing in the manner set forth above. Any notice or communication delivered in person shall be deemed effective on delivery. Any notice or communication sent by facsimile shall be deemed effective on the first business day at the place at which such notice or communication is received following the day on which such notice or communication was sent. Any notice or communication sent by registered or certified mail shall be deemed effective on the fifth (5th) business day at the place from which such notice or communication was mailed following the day on which such notice or communication was mailed.

(f) Third Party Benefits. Each party intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the parties hereto.


(g) Expenses. The Assigning Entity shall pay any sales, use, transfer, purchase and recordation and documentary taxes and fees, if any, arising out of the transfer of the Intellectual Property pursuant to this Agreement, including assignments of the registrations and applications for registration of the service marks included therein.

(h) Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

COMPANY:

PACIFICARE LIFE AND HEALTH INSURANCE
COMPANY

By: 
Name: Robert Comeau
Title: President

ASSIGNING ENTITIES:

PACIFICARE HEALTH SYSTEMS, INC.

By: _____
Name: Alan Hoops
Title: Chairman and CEO

PACIFICARE OPERATIONS, INC.

By: _____
Name: Alan Hoops
Title: President and CEO

(h) Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the day and year first above written.

COMPANY:

PACIFICARE LIFE AND HEALTH INSURANCE
COMPANY

By: _____
Name: Robert Comeau
Title: President

ASSIGNING ENTITIES:

PACIFICARE HEALTH SYSTEMS, INC.

By: Alan Hoops
Name: Alan Hoops
Title: Chairman and CEO

PACIFICARE OPERATIONS, INC.

By: Alan Hoops
Name: Alan Hoops
Title: President and CEO

Exhibit A

PacifiCare Intellectual Property

Federal Service Marks and Trademarks

SECURE HORIZONS	Reg. No. 1,375,260
PACIFICARE	Reg. No. 1,323,908
HEALTHBEAT	Reg. No. 1,706,631
SENIORFIT	Reg. No. 1,849,659
PACIFICARE CHOICE	Reg. No. 1,811,357
The design of the letter "P" in fanciful form enclosed within a modified circular boundary with flat bottom	Reg. No. 1,427,961
PRESCRIPTION SOLUTIONS	Reg. No. 1,917,044
SECURE HORIZONS (stylized)	Reg. No. 1,911,733
COVANTAGE	Reg. No. 1,977,319
WE CAN HELP	Reg. No. 1,958,514
WE TAKE YOUR HEALTH CARE PERSONALLY	Reg. No. 1,975,420
PRESCRIPTION SOLUTIONS	Reg. No. 1,888,829
HORIZONS	Reg. No. 1,778,897
ACURCARE GROUP	Reg. No. 1,772,546
PACIFICARE KEY PLAN	Reg. No. 1,893,484
PACIFIC FREEDOM	Reg. No. 1,897,749
EXECU-FIT	Reg. No. 1,915,568
EXPRESS REFERRALS (STYLIZED)	Reg. No. 2,161,125

State Service Marks and Trademarks

The word "PacifiCare" in block form	Washington	Reg. No. 16241-R
The word "PacifiCare" in block form	Oklahoma	Reg. No. 28054
SECURE HORIZONS	California	Reg. No. 044570
The design of the letter "P" in fanciful form enclosed within a modified circular boundary with a flat bottom together with the word "PACIFICARE"	Washington	Reg. No. 16566-R
The word "PacifiCare" in block form	Texas	Reg. No. 47127
SeniorFit Design - An upright figure with arms raised above head and legs apart as if doing	California	Reg. No. 040827

exercise with dashes of lines around head indicating action		
PACIFICARE	California	Reg. No. 044571
The word "PacifiCare" in block form	Oregon	Reg. No. S-20908
EXECU-FIT	California	Reg. No. 044564

SERVICE MARK AND TRADEMARK ASSIGNMENT

WHEREAS, PacifiCare Health Systems, Inc., a Delaware corporation, and PacifiCare Operations, Inc., a Delaware corporation, with its principal place of business located at 3120 Lake Center Drive, Santa Ana, California 92704 (hereinafter collectively referred to as "Assignor"), is the owner of all right, title and interest in and to the following service marks and trademarks (hereinafter referred to as the "Marks") and the registrations and applications therefor:

Federal Service Marks and Trademarks

Reg./Serial No.

SECURE HORIZONS	Reg. No. 1,375,260
PACIFICARE	Reg. No. 1,323,908
HEALTHBEAT	Reg. No. 1,706,631
SENIORFIT	Reg. No. 1,849,659
PACIFICARE CHOICE	Reg. No. 1,811,357
The design of the letter "P" in fanciful form enclosed within a modified circular boundary with flat bottom	Reg. No. 1,427,961
PRESCRIPTION SOLUTIONS	Reg. No. 1,917,044
SECURE HORIZONS (stylized)	Reg. No. 1,911,733
COVANTAGE	Reg. No. 1,977,319
WE CAN HELP	Reg. No. 1,958,514
WE TAKE YOUR HEALTH CARE PERSONALLY	Reg. No. 1,975,420
PRESCRIPTION SOLUTIONS	Reg. No. 1,888,829
HORIZONS	Reg. No. 1,778,897

State Service Marks and Trademarks

State

Reg./Serial No.

The word "PacifiCare" in block form	Washington	Reg. No. 16241-R
The word "PacifiCare" in block form	Oklahoma	Reg. No. 28054
SECURE HORIZONS	California	Reg. No. 044570
The design of the letter "P" in fanciful form enclosed within a modified circular boundary with a flat bottom together with the word "PACIFICARE"	Washington	Reg. No. 16566-R
The word "PacifiCare" in block form	Texas	Reg. No. 47127
SeniorFit Design - An upright figure with arms raised above head and legs apart as if doing exercise with dashes of lines around head indicating action	California	Reg. No. 040827
PACIFICARE	California	Reg. No. 044571
The word "PacifiCare" in block form	Oregon	Reg. No. S-20908
EXECU-FIT	California	Reg. No. 044564

WHEREAS, PacifiCare Life and Health Insurance Company, an Indiana corporation, with its principal place of business located at 3515 Harbor Blvd., Costa Mesa, California 92626 (hereinafter referred to as the "Assignee"), is desirous of acquiring all right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks and registrations and applications therefor;

NOW, THEREFORE, Assignor hereby transfers and assigns to Assignee, Assignor's entire right, title and interest in and to the aforementioned Marks together with the goodwill of the businesses symbolized by and associated with the Marks and the registrations and applications therefor. This Assignment is subject to the terms of that certain Contribution and Assignment Agreement, dated as of October 1, 1998, made and entered into by and between Assignor, as the assigning party, and Assignee, as the company.

Dated as of October 1, 1998.

PacifiCare Health Systems, Inc.

By: *Alex Hays*

Its: *Ch CEO*

PacifiCare Operations, Inc.

By: *Alex Hays*

Its: *Pres + CEO*

EXHIBIT A

Certificate of Merger – Name Change