

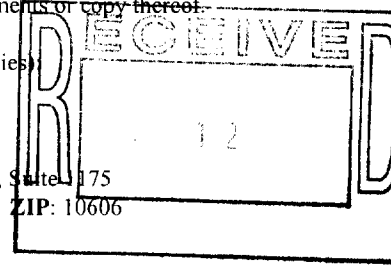


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TO THE ASSISTANT COMMISSIONER OF

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attached original documents or copy thereof.



1. Name of conveying party(ies): (If multiple assignors, list numerically)

Optum Software, Inc.

- Individual
- Association
- General Partnership
- Limited Partnership
- Corporation - State: CA
- Other:

Additional name(s) of conveying party(ies) attached?

Yes  No

2. Name and address of receiving party(ies)

Name: Optum, Inc.

Internal Address:

Street Address: 11 Martine Avenue, Suite 175

City: White Plains State: New York ZIP: 10606

- Individual
- 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) and address(es) attached?

Yes  No

3. Nature of conveyance:

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

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above) June 22, 1999

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

a. Trademark Application No(s):

b. Trademark Registration No(s):  
2,171,601

Additional numbers attached?  Yes  No

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

Name: Marguerite L. Gunn  
 KNOBBE, MARTENS, OLSON & BEAR, LLP  
 Customer No. 20,995  
 Internal Address: Sixteenth Floor  
 Street Address: 620 Newport Center Drive  
 City: Newport Beach State: CA ZIP: 92660  
 Attorney's Docket No.: BORRE.001T

7. Total fee (37 CFR 3.41): \$115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and registrations involved:  
4

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.

Marguerite L. Gunn  
Name of Person Signing

Signature

7/16/99  
Date

Total number of pages including cover sheet, attachments and document: -05-

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

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

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**TRADEMARK**  
**REEL: 001926 FRAME: 0441**

## TRADEMARK ASSIGNMENT

This Trademark Assignment (hereinafter referred to as "Assignment") is effective as of the 21<sup>st</sup> day of May 1999, by and between Optum Software, Inc., a California corporation having a place of business at 3330 Harbor Boulevard, Costa Mesa, California 92626 (hereinafter referred to as "ASSIGNOR"), and Optum, Inc., a Delaware corporation having a place of business at 11 Martine Avenue, Suite 1175, White Plains, New York 10606 (hereinafter referred to as "ASSIGNEE").

WHEREAS, ASSIGNOR has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the trademark listed in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, causes of action, and the right to recover for past infringement (hereinafter collectively referred to as "Trademark") worldwide;

WHEREAS, ASSIGNOR has acquired goodwill associated with and symbolized by said Trademark and has not abandoned the same;

WHEREAS, ASSIGNOR is the owner of the federal trademark registrations relating to the Trademark listed in Schedule B and is the owner of the foreign trademark applications relating to the Trademark listed in Schedule B, attached hereto and incorporated herein by reference (hereinafter collectively referred to as "Registrations");

WHEREAS, ASSIGNEE has previously merged with ASSIGNOR corporation.

WHEREAS, ASSIGNEE is desirous of acquiring all rights, title, and interest in and to the Trademark and Applications worldwide and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees worldwide; and

WHEREAS, ASSIGNOR is willing to assign to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the Trademarks and Registrations worldwide and any other registered or unregistered trademarks owned or used by ASSIGNOR or any of its licensees worldwide, and will, upon the request of ASSIGNEE, execute such other documents and instruments as ASSIGNEE may reasonably request to more effectively vest title to the Trademarks and Registrations;

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby assigns and sells to ASSIGNEE all rights, title, and interest as ASSIGNOR may possess in and to the following:

- (1) the Trademark set forth in Schedule A;
- (2) the Federal Registration set forth in Schedule B; and
- (3) the Foreign Applications set forth in Schedule C; and
- (4) any other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees;

together with the goodwill symbolized by said Trademark(s), Application(s) and Registration(s), and other registered or unregistered trademarks owned or used anywhere in the world by ASSIGNOR or any of its licensees concurrent with the transfer of certain tangible assets as indicia of said goodwill.

By: [Signature]  
Name: Rick Smith  
Title: Chief Financial Officer

By: [Signature]  
Name: Rick Smith  
Title: Chief Financial Officer

STATE OF New York  
) ss.  
COUNTY OF Westchester

On June 22, 1999, before me, Richard P. Duprey, personally appeared Rick Smith on behalf of **OPTUM SOFTWARE, INC.** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

[Signature]  
Signature

RICHARD P. DUPREY  
NOTARY PUBLIC, State of New York  
No. 31-5010341  
Qualified in New York County  
Commission Expires March 29, 2001

STATE OF New York  
) ss.  
COUNTY OF Westchester

On June 22, 1999, before me, Richard P. Duprey, personally appeared Rick Smith on behalf of **OPTUM, INC.** personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he executed the same in his authorized capacity(ies), and that by his signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[SEAL]

[Signature]  
Signature

RICHARD P. DUPREY  
NOTARY PUBLIC, State of New York  
No. 31-5010341  
Qualified in New York County  
Commission Expires March 29, 2001

SCHEDULES TO TRADEMARK ASSIGNMENT

SCHEDULE A

Trademarks:

OPTUM

SCHEDULE B

Federal Trademark Registration:

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>INTL. CLASS</u>
OPTUM	2,171,601	July 7, 1998	9, 41, 42

SCHEDULE C

Foreign Trademark Applications:

<u>MARK</u>	<u>COUNTRY</u>	<u>APPL. NO.</u>	<u>FILING DATE</u>	<u>INTL. CLASS</u>
OPTUM	Australia	782,697	January 11, 1999	9, 41, 42
OPTUM	European Community	268,151	June 11, 1996	9, 16, 41, 42
OPTUM	New Zealand	303,744	January 11, 1999	9, 41, 42

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