

09-19-2000

TRADEMARKS ONLY ONLY

TRADEMARKS



To the f

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nd Trademarks:

MRD 11-19-99

Please review the attached original document or copy thereof.

1. Name of Party(ies) conveying an interest:

Great American Insurance Company

2. Name and Address of Party(ies) receiving an interest:

Name: GoldenCare Corporation

Address: P.O. Box 9366

City: Yakima

State: WA Zip: 98909

Entity:

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

Entity:

- Individual(s)
- General Partnership
- Corporation - State Nevada
- Other _____
- Citizenship _____
- Association
- Limited Partnership

3. Interest Conveyed:

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

If not domiciled in the United States, a domestic representative designation is attached:

- Yes
- No (The attached document must not be an assignment)

4. Application number(s) or registration number(s). Additional sheet attached? Yes No

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,773,157

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

Name: **HENDERSON & STURM LLP**
 Address: 206 Sixth Avenue, Suite 1213
 City: Des Moines
 State: Iowa Zip: 50309-4076

6. Number of applications and registrations involved: One (1)

7. Amount of fee enclosed or authorized to be charged: \$40.00 **E**

8. Deposit account number (Attach duplicate copy of this form if paying by deposit account):

08-1650

DO NOT USE THIS SPACE

9. Date of execution of attached document:

09-15-99, 10-04-99 and 10-18-99

10. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on: November 17, 1999

Curtis A. Bell

**SETTLEMENT AGREEMENT
AND
ASSIGNMENT OF REGISTERED MARK**

This Settlement Agreement and Assignment of Registered Mark is by and between Great American Insurance Company, a corporation of the state of Ohio (hereinafter "ASSIGNOR"), GoldenCare Corporation, a corporation of the state of Nevada (hereinafter "ASSIGNEE"), and Bankers United Life Assurance Company, a corporation of the state of Iowa (hereinafter "LICENSEE").

WHEREAS, ASSIGNOR is owner by assignment of the mark GOLDENCARE and of United States Trademark Registration No. 1,773,157 for the service mark GOLDENCARE for identifying insurance services in the long term health care field;

WHEREAS, ASSIGNEE is owner of the service mark GOLDENCARE and associated marks and service mark applications before the United States Patent and Trademark Office, including GOLDENCARE PROTECTOR; GOLDENCARE MEDICARE SUPPLEMENTS; GOLDENCARE TAX QUALIFIED PROTECTOR; GOLDENCARE FIRST PREFERENCE; GOLDENCARE SELECT; GOLDENCARE CUSTOM; GOLDENCARE PERSONAL CHOICE; GOLDENCARE BASIC INTEGRATED; GOLDENCARE LONG TERM CARE; GOLDENCARE LTC; GOLDENCARE USA; and GOLDENCARE AMERICA, for identifying long term health care insurance, life and health insurance, and annuity products;

WHEREAS, LICENSEE retains the exclusive right by license from ASSIGNEE to use said service mark GOLDENCARE and said associated marks for said enumerated services;

WHEREAS, ASSIGNOR has threatened suit against LICENSEE for use by LICENSEE of the service mark GOLDENCARE in the long term health care field, alleging that LICENSEE's use of the mark GOLDENCARE constitutes an infringement of ASSIGNOR's federally registered trademark rights;

WHEREAS, LICENSEE denies said alleged trademark infringement;

WHEREAS, the parties now wish to resolve the differences between them by execution of this Settlement Agreement;

NOW THEREFORE, for and in consideration of the mutual covenants and undertakings hereinafter set forth, the parties hereto agree as follows:

1. ASSIGNOR does hereby sell, assign and transfer to ASSIGNEE all rights, title and interest in and to the service mark GOLDENCARE, United States Trademark Registration No. 1,773,157 for the mark GOLDENCARE, and the goodwill of ASSIGNOR appurtenant thereto.

2. ASSIGNEE does hereby grant to ASSIGNOR a license to use said GOLDENCARE service mark on long term care insurance only until February 1, 2000, for the purpose of giving ASSIGNOR time to transition from use of the GOLDENCARE mark to a new mark to be selected by ASSIGNOR for long term care insurance.

3. ASSIGNOR agrees that it will not oppose any of ASSIGNEE's above designated service mark applications in the United States Patent and Trademark Office.

4. ASSIGNEE will pay to ASSIGNOR the sum of \$60,000 within 10 days of the date upon which ASSIGNEE has signed this Agreement.

5. ASSIGNOR as first party, and ASSIGNEE and LICENSEE as second party, do hereby mutually release each other from any and all claims of any kind which either may have had against the other with respect to the subject matter of the dispute which is settled by this Agreement. All such claims are hereby extinguished.

6. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto do affix their authorized signatures.

GREAT AMERICAN INSURANCE COMPANY

9/15/99
Date

By Eve Cutler Rosen
Eve Cutler Rosen
Vice President

BANKERS UNITED LIFE ASSURANCE COMPANY

10/4/99
Date

By Janet M. Sappe *ms*
Janet M. Sappe
Title Executive Vice President

GOLDENCARE CORPORATION

10/18/99
Date

By Caroline Talbot
Caroline Talbot
Title Vice President

NOV 26 1999

HRH/dmp
Date: November 17, 1999



Please place Patent Office date-stamp
receipt of the following:

11-19-1999

U.S. Patent & TMO/t/TM Mail Rcpt Dt #34

TRADEMARK ASSIGNMENT consisting of 3 pages from
GoldenCare Corporation for assignment from Great American Insurance
Company to GoldenCare of Reg. No. 1,773,157 - GOLDENCARE;
Transmittal Sheet - 1 page; and
CHECK in the amount of \$40 for the assignment recordation
fee.