

10-27-2000

FORM PTO 1594

RE

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)



J.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101498004

1 documents or copy thereof.

1. Name of conveying party(ies):

HealthPartners, Inc.

10-16-00

- Individual(s)
- General Partnership
- Corporation-State
- Other Minnesota nonprofit corporation

- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: Buyers Health Care Action Group, Inc.

Internal Address: _____

Street Address: 7900 Xerxes Avenue South

City: Bloomington State: Minnesota ZIP: 55431

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Minnesota
- 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)

3. Nature of conveyance:

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

Execution Date: January 1, 1997

Additional name(s) & address(es) attached Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,244,088 and 2,263,852

Additional numbers attached? Yes No

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

Name: Jamie Nafziger

Internal Address: Dorsey & Whitney LLP

Street Address: 220 South Sixth Street

City: Minneapolis State: MN ZIP 55402

6. Total Number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41): \$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 04-1420

(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.

Jamie Nafziger
Name of person Signing

Jamie Nafziger
Signature

10/10/2000
Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20531

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK
REEL: 002162 FRAME: 0968

AGREEMENT TO ASSIGN TRADEMARK

This Assignment Agreement, effective as of the ___ day of _____, 1999, is made by and between BUYERS HEALTH CARE ACTION GROUP, INC., a Minnesota corporation having its principal place of business at 7900 Xerxes Avenue South, Blomington, MN ("BHCAG") and HEALTHPARTNERS, INC., a Minnesota nonprofit corporation having its principal place of business at 8100 34th Avenue South, Minneapolis, Minnesota 55440-1309 (HealthPartners"). Please
date
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Recitals

- A. BHCAG and HealthPartners Administrators, Inc., a subsidiary of HealthPartners ("HPA"), are party to an Umbrella Agreement (the "Umbrella Agreement"), pursuant to which HPA provides certain administrative services for health plans sponsored by self-insured employers who are shareholders of or otherwise affiliated with BHCAG (the "Plans").
- B. HealthPartners has been using the mark "CHOICE PLUS" since at least January 1, 1993, which is the name under which the Plans are commonly known (the "Mark").
- C. HealthPartners filed two (2) applications to register the Mark with the U.S. Patent and Trademark Office (the "PTO") on February 4, 1994, and these applications have received Serial Numbers 74/486,381 (Class 42) and 74/483,624 (Class 36) (the "Applications").
- D. As of the date hereof, the Applications remain pending and have been published for opposition.
- E. HealthPartners and BHCAG have entered into settlement agreements with Citicorp regarding use of the Mark ("Settlement Agreements")
- F. Pursuant to the Third Amendment to the Umbrella Agreement (the "Third Amendment"), HPA agreed, for good and valuable consideration, to transfer ownership of the Mark to BHCAG, subject to certain conditions set forth in the Third Amendment.

Agreement

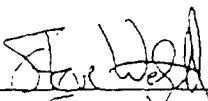
1. Pursuant to the Third Amendment, HealthPartners does hereby transfer and assign to BHCAG, effective January 1, 1997, all of its right, title and interest in and to the Mark and applications, subject to the conditions set forth herein. HealthPartners warrants that it has the legal right to grant BHCAG this assignment, and that BHCAG's use of the Mark, to the best of HealthPartners' knowledge, does not infringe on any third parties' rights.
2. If, at any time in the future, BHCAG ceases to offer, administer, sponsor or otherwise make a health benefit plan available, ownership of the Mark shall immediately revert to HealthPartners at no charge or cost to HealthPartners; provided, however, HealthPartners shall be responsible for all costs and expenses incurred by it in effectuating and recording

such transfer. . In addition, the Mark shall revert to HealthPartners, at no charge or cost to HealthPartners, in the event that BHCAG ceases to do business.

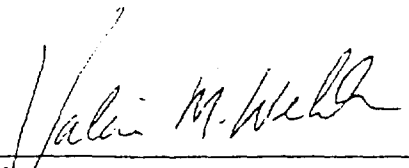
3. At all times following the date hereof, unless the Mark reverts to HealthPartners pursuant to Section 2 hereof, BHCAG shall file all documents required by the PTO to obtain Certificates of Registration with respect to Applications, file Declarations of Continued Use and Incontestability with respect to the same and file all applications for renewal with respect to the same. BHCAG will file this Assignment with the PTO's Assignment Division promptly after execution.
4. Until the expiration or termination of this Umbrella Agreement, as amended, HealthPartners and its related organizations may continue to use the Mark, without charge, to the extent necessary and appropriate to continue to administer the Plans in accordance with the Umbrella Agreement. Pursuant to the trademark license described in this paragraph, BHCAG will take such action as is necessary to control the quality of the services with HealthPartners provides under the Mark, including the periodic review of literature or other materials which HealthPartners produces and which features the Mark.
5. As soon as practicable after the date hereof, HealthPartners shall provide BHCAG with copies of all legal files related to the Mark and the Application.
6. Both parties agree to abide by the terms of the Settlement Agreements.
7. HealthPartners hereby assigns to BHCAG the Mark and pending trademark applications for the Mark (U.S. Serial Nos. 74/486,381 and 74,486,624), including all of HealthPartners' goodwill associated with the Mark.
8. This Agreement may not be assigned, in whole or in part, by operation of law or otherwise, by either party without the prior written consent of the other party. This Agreement is binding upon and shall inure to the benefit of the legal successors and permitted assigns of the parties. This Agreement is governed by, and shall be construed in accordance with, the laws of the State of Minnesota. This Agreement may be amended only in writing signed by both parties.

BUYERS HEALTH CARE ACTION
GROUP, INC.

HEALTHPARTNERS, INC.



Name: Steve Weitzel
Title: Executive Director



Name: Valerie M. Welch
Title: Vice President and General Couns

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