

12-26-2000



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Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

2163705

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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01 FC:481 40.00 OF
02 FC:482 25.00 OF

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TRADEMARK

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Name

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Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

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Enter the total number of pages of the attached conveyance document including any attachments.

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Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Philip D. Mitchell
Name of Person Signing


Signature

12.5.00
Date Signed

State of Delaware
Office of the Secretary of State

PAGE 1

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 AGREEMENT OF MERGER, WHICH MERGES:
"COVENTRY CORPORATION", A DELAWARE CORPORATION,
WITH AND INTO "COVENTRY HEALTH CARE, INC." UNDER THE NAME OF "COVENTRY HEALTH CARE, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TWENTY-SEVENTH DAY OF JUNE, A.D. 2000, AT 12 O'CLOCK P.M.



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A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

AUTHENTICATION: 0748013

DATE: 10-23-00

TRADEMARK
REEL: 002199 FRAME: 0924

AGREEMENT OF MERGER

This AGREEMENT OF MERGER (the "Agreement") is made this 26th day of June, 2000, by and between Coventry Corporation, a Delaware for-profit corporation (hereinafter called "Coventry Corporation"), and Coventry Health Care, Inc., a Delaware for-profit corporation (hereinafter called "CHC") (hereinafter sometimes referred to collectively as the "Constituent Corporations" and individually as a "Constituent Corporation").

WITNESSETH:

WHEREAS, Coventry Corporation is a for-profit, stock corporation that is organized under the General Corporation Law of Delaware and has authorized capital stock of 1,000 shares of Common Stock, par value of \$.01 per share, of which, as of the date hereof, 1,000 are issued and outstanding; and

WHEREAS, CHC is a for-profit, stock corporation that is organized under the General Corporation Law of Delaware and has authorized capital stock of 200,000,000 shares of Common Stock, par value of \$.01 per share, 6,000,000 series A convertible preferred stock, par value of \$.01 per share, and 1,000,000 undesignated preferred stock all of which, as of the Effective Date, will be issued and outstanding pursuant to the terms of this Agreement; and

WHEREAS, the Constituent Corporations and their respective Boards of Directors deem it advisable and generally to the advantage and welfare of the two corporate parties and their respective shareholders that Coventry Corporation merge with and into the CHC under and pursuant to the provisions of the General Corporation Law of Delaware.

WHEREAS, the Constituent Corporations intend that this Agreement constitute an "A" Reorganization of Coventry Corporation for all purposes under Section 368(a)(1)(A) of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the foregoing premises and the covenants and mutual benefits contained herein, the Constituent Corporations agree as follows:

1. MERGER

1.1. Merger. Coventry Corporation shall be, and hereby is, merged into CHC.

1.2. Effective Date. This Agreement of Merger shall become effective immediately upon the filing of the Agreement with the Secretary of State of the State of Delaware (the "Effective Date").

1.3. Surviving Corporation. CHC shall be the surviving corporation of the merger herein contemplated (the "Surviving Corporation") and shall continue to be governed by the laws of the State of Delaware, and the separate corporate existence of Coventry Corporation shall cease forthwith upon the Effective Date.

2. SHARE CANCELLATION

2.1. Cancellation of Shares. Upon the Effective Date, the one thousand (1,000) shares of common stock of Coventry Corporation issued and outstanding immediately prior to the merger shall automatically be cancelled.

3. CERTIFICATE OF INCORPORATION

The Certificate of Incorporation of CHC shall be the Certificate of Incorporation of the Surviving Corporation following the Effective Date unless and until the same shall be amended or repealed in accordance with the provisions thereof, which power to amend or repeal is hereby expressly reserved, and all rights or powers of whatsoever nature conferred in such Certificate of Incorporation or herein upon any shareholder, director or officer of the Surviving Corporation or upon any other persons is subject to the reserve power. Such Certificate of Incorporation shall constitute the Certificate of Incorporation of CHC separate and apart from this Agreement of Merger and may be separately certified as the Certificate of Incorporation of CHC.

The Bylaws of CHC as they existed immediately prior to the Effective Date shall be the Bylaws of the Surviving Corporation following the Effective Date, unless and until the same shall be amended or repealed in accordance with the provisions thereof.

4. BOARD OF DIRECTORS AND OFFICERS

Upon the Effective Date, the members of the Board of Directors and the officers of the Surviving Corporation shall be those persons who were the members of the Board of Directors and the officers, respectively, of CHC immediately prior to the Effective Date, and such persons shall serve in such offices, respectively, for the terms provided by law or in the Bylaws or Resolutions of the Board of Directors, or until their respective successors are elected and qualified.

5. RIGHTS AND LIABILITIES OF SURVIVING CORPORATION

5.1 Rights, Liabilities and Obligations. From and after the Effective Date, the Surviving Corporation shall succeed to and possess, without further act or deed, all of the estate, rights, privileges, powers and franchises, both public and private, and all of the

property, real, personal and mixed, of each of the Constituent Corporations; all debts due to Coventry Corporation or whatever account shall be vested in the Surviving Corporation; all claims, demands, property, rights, privileges, powers and franchises and every other interest of either Constituent Corporation shall be as effectively the property of the Surviving Corporation as they were of the respective Constituent Corporations hereto; the title to any real estate vested by deed or otherwise in Coventry Corporation shall not revert or be in any way impaired by reason of the merger, but shall be vested in the Surviving Corporation; all rights of creditors and all liens upon any property of either Constituent Corporation shall be preserved unimpaired, limited in lien to the property affected by such lien at the Effective Date. all debts, liabilities and duties of the respective Constituent Corporations shall attach to the Surviving Corporation upon the Effective Date and may be enforced against it to the same extent as if such debts, liabilities and duties had been incurred or contracted by it; and the Surviving Corporation shall indemnify and hold harmless the officers and directors of each Constituent Corporation against all such debts, liabilities and duties and against all claims and demands arising out of the Agreement.

5.2 Further Assurances of Title. If at any time the Surviving Corporation shall deem or be advised that any further grants, assignments, confirmations or assurances are necessary or desirable to vest or to perfect or confirm, of record or otherwise, in the Surviving Corporation the title to any property of either Constituent Corporation, the officers of any one of them and the directors of such Constituent Corporations last in office shall execute or deliver any and all such deeds, assignments, confirmations and assurances and do all things necessary or proper so as to best prove, confirm and ratify title to such property in the Surviving Corporation or to otherwise carry out the purposes of this Agreement. The Surviving Corporation shall have the same power and authority to act in respect to any debts, liabilities and duties of the Constituent Corporations as the Constituent Corporations would have had, had they continued in existence.

6. SHAREHOLDER APPROVAL

This Agreement of Merger was duly approved in actions by unanimous consent in writing in lieu of a meeting by the Directors of the Surviving Corporation, the sole shareholder of Coventry Corporation, and unanimous consent in writing in lieu of a meeting by the Directors of Coventry Corporation (the merging corporation) and adopted pursuant to Section 141 (f) of the General Corporation Law of the State of Delaware.

7. EXPENSES AND RIGHTS OF DISSENTING SHAREHOLDERS

The Surviving Corporation shall pay all expenses of carrying this Agreement into effect and of accomplishing the merger, including amounts, if any, to which dissenting shareholders of Coventry Corporation may be entitled by reason of this merger.

8. PLAN OF REORGANIZATION

This Agreement constitutes a Plan of Reorganization to be carried out in the manner, on the terms and subject to the conditions set forth herein.

9. TERMINATION

This Agreement may be terminated and abandoned by action of the Board of Directors of the Constituent Corporations at any time prior to the Effective Date, whether before or after approval by the shareholders of the Constituent Corporations.

10. COUNTERPARTS

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

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each of the Constituent Corporations, pursuant to authority duly granted by their respective Boards of Directors, has caused this Agreement of Merger to be executed by its authorized officer.

COVENTRY CORPORATION
(A Delaware Corporation)

By: Allen F Wise
Allen F. Wise
President

Date: JUNE 26, 2000

STATE OF Maryland
CITY OF Montgomery : SS.
County

I, Yvonne R. Zienta, a Notary Public, hereby certify that on the 26th day of June, 2000, personally appeared before me, Allen F. Wise, who signed the foregoing document as President of Coventry Corporation, a Delaware corporation, and swore that the statements therein contained are true.

Yvonne R. Zienta
Notary Public
My Commission expires: 12-02-02

COVENTRY HEALTH CARE, INC.
(A Delaware Corporation)

By: Allen F Wise
Allen F. Wise
President

Date: JUNE 26, 2000

STATE OF Maryland
CITY OF Montgomery : SS.
county

I, Yvonne B. Zienta, a Notary Public, hereby certify that on the 26th day of June, 2000, personally appeared before me, Allen F. Wise, who signed the foregoing document as President of Coventry Corporation, a Delaware corporation, and swore that the statements therein contained are true.

Yvonne B. Zienta
Notary Public
My Commission expires: 12-02-02