

FORM PTO-1618A

R

U.S. DEPARTMENT OF COMMERCE

(Rev. 6-99)

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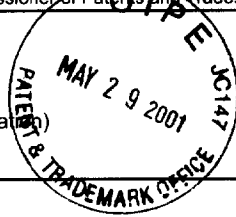
Patent and Trademark Office

101738490

To the Honorable Commissioner of Patent and Trademark Office, original document or copy thereof.

1. Submission Type

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



2. Name of Conveying Party(ies):

EMPHESYS FINANCIAL GROUP, INC.
1100 EMPLOYERS BOULEVARD
GREEN BAY, WISCONSIN 54344

3. Name and Address of Receiving Party(ies):

Name: HUMANA, INC.
Street Address: 500 WEST MAIN STREET
City: LOUISVILLE
State: KENTUCKY Zip: 40201-1438

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-State DELAWARE
- Other: _____

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State DELAWARE
- Other _____

Additional Name(s) of conveying attached? Yes No

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) & address(es) attached? Yes No

4. Nature of conveyance:

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

Execution Date: MAY 21, 2001

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

A. Trademark Applicant No.(s)

B. Trademark Registration No.(s)

2,032,541 (ISSUED JANUARY 21, 1997)

2,049,413 (ISSUED APRIL 1, 1997)

Additional Sheet attached? Yes No

6 Name and address of party to whom correspondence concerning this matter should be mailed:

CUSTOMER NUMBER 00136
JACOBSON HOLMAN PLLC
400 7th Street, N.W.
Washington, DC 20004
Tel. 202-638-6666

Attorney Docket No. 8421/T-31938US0

7. Number of applications and registrations involved: 2

8. Total fee (37 CFR 3.41)..... \$ 65.00

- Enclosed
- Any deficiencies in enclosed fees are authorized to be charged to account 06-1358

DO NOT USE THIS SPACE

10. 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.

MARSHA G. GENTNER
Name of Person Signing

Signature

May 29, 2001

Date

Total number of pages excluding cover sheet: 2

SERVICE MARK ASSIGNMENT

THIS SERVICE MARK ASSIGNMENT is made this 21st day of May
_____, 2001, from Emphesys Financial Group, Inc., a corporation of the state of Delaware,
whose place of business is 1100 Employers Boulevard, Green Bay, Wisconsin 54344 (hereinafter
referred to as "Assignor"), to Humana, Inc., a corporation of the state of Delaware, whose principal
place of business is 500 West Main Street, Louisville, Kentucky 40201-1438 (hereinafter referred
to as "Assignee").

WHEREAS, Assignor is a wholly owned subsidiary of Assignee;

WHEREAS, Assignor is the owner of U.S. service mark registration nos. 2,032,541, for the
mark EMPHESYS, and 2,049,413, for the mark EMPHESYS FINANCIAL GROUP, INC. and
Design (collectively the "Emphesys registrations"); and

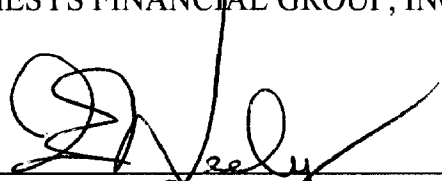
WHEREAS, Assignor and Assignee desire and agree that all right, title and interest of
Assignor in the Emphesys registrations, and the service mark registration nos. 2,032,541 and
2,049,413 therefor, will reside in Assignee.

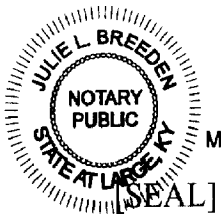
NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby
acknowledged, Assignor does hereby sell, assign, set over and transfer to said Assignee, the entire
right, title and interest in the Emphesys registrations, and any and all registrations and applications
therefor, including, but not limited to, registration nos. 2,032,541 and 2,049,413, together with the
whole of the goodwill of the business pertaining thereto, the same and the rights of Assignor to be
held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its
successors, assigns or other legal representatives, at common law and/or to the end of the term or

terms for which registration of the aforesaid Emphesys registrations may be granted, or renewed, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made; together with all claims for damages by reason of past infringement of the aforesaid Emphesys registrations with the right to sue for and collect the same for its own use and benefit, and for the use and on behalf of its successors, assigns or other legal representatives.

EMPHESYS FINANCIAL GROUP, INC.


BY:


Vice President



Julie L. Breeden, Notary Public
State at Large
Kentucky
My Commission Expires Oct. 29, 2002

On this 21st day of May, 2001, before me personally appeared Walter E. Neely, an officer of Emphesys Financial Group, Inc., who represented and warranted that he is the individual named above and who executed the foregoing instrument and that he has been duly authorized by Emphesys Financial Group, Inc. to sign, seal and deliver the same as the voluntary act and deed of Emphesys Financial Group, Inc. for the uses and purposes therein expressed.


Notary Public