

08-23-2001



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Harrington / ProHealth, Inc. 08/16/01

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

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

2. Name and address of receiving party(ies)

Name: HealthPlan Services, Inc.

Internal Address:

Street Address: 3501 Frontage Road

City: Tampa State: FL Zip: 33607

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Florida 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) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Nunc Pro Tunc Trademark Assignment

Execution Date: 8/16/01

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2124738

Additional number(s) attached Yes No

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

Name: Peter M. Spingola, Esq.

Internal Address: Kirkland & Ellis

Street Address: 200 East Randolph Drive

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed Authorized to be charged to deposit account any additional fees and/or credits

8. Deposit account number:

22-0440

(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.

Peter Spingola

Name of Person Signing

Signature

8/16/01

Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

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TRADEMARK REEL: 002353 FRAME: 0845

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NUNC PRO TUNC TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is made and entered into as of the 26th day of May, 1996, ("Effective Date"), by and between Harrington/ProHealth, Inc., a Delaware corporation, with its principal office at 3401 Loop Road, Columbus, Ohio 43215 ("Assignor"), and HealthPlan Services, Inc., a Florida corporation, with its principal office at 3501 Frontage Road, Tampa, Florida 33607 ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the trademark "PATH" and the corresponding United States trademark registration, Registration No. 2124738, issued December 30, 1997 (the "Mark"), and the goodwill of the business associated therewith;

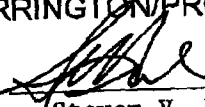
WHEREAS, Assignee wishes to acquire and Assignor wishes to assign all right, title and interest in and to the Mark together with the goodwill of the business in connection with which the Mark is used;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer and set over to Assignee *nunc pro tunc* effective May 26, 1996 the entire right, title and interest in and to the Mark together with the goodwill of the business in connection with which the Mark is used, in the United States and for all foreign countries, including any renewals and extensions of the registrations that are or may be secured under the laws of


the United States and all foreign countries, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made; together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives. Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner thereof.

IN TESTIMONY WHEREOF, the Assignor and Assignee have caused this Assignment to be signed and executed by the undersigned officers duly authorized on the date(s) noted below.

HARRINGTON/PROHEALTH, INC.

By: 
 Name: Steven V. Hulslander
 Title: Executive Vice President
 Date: 8/16/01

HEALTHPLAN SERVICES, INC.

By: 
 Name: Arthur T. Schultz
 Title: Executive Vice President
 Date: 8/16/01