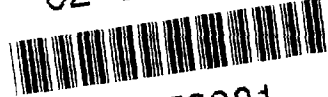




02-05-2002



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Form PTO-1594 (Rev. 03/01)  
 OMB No. 0651-0027 (exp. 5/31/2002)  
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01-28-2002  
U.S. Patent & TMO/TM Mail Rpt Dt. #74

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

1. Name of conveying party(ies):  
Healthaxis.com, Inc.  
*1-28-02*

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State Pennsylvania  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
 Name: Healthaxis, Ltd.  
 Internal Address: Suite 800  
 Street Address: 5215 North O'Connor Blvd.  
 City: Irving State: Texas Zip: 75039

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership Texas  
 Corporation-State \_\_\_\_\_  
 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 \_\_\_\_\_

Execution Date: December 31, 2001

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
75/517,828

B. Trademark Registration No.(s)  
2,505,739; 2,266,450;  
2,268,418; 2,268,419

Additional number(s) attached  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Timothy D. Pecsénye, Esquire  
 Internal Address: \_\_\_\_\_  
BLANK ROME COMISKY & McCAULEY LLP  
 Street Address: One Logan Square  
 City: Phila. State: PA Zip: 19103

6. Total number of applications and registrations involved: ..... 11

7. Total fee (37 CFR 3.41).....\$ 290.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_  
 (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.*

Timothy D. Pecsénye, Esq. *[Signature]* 1/24/02  
 Name of Person Signing      Signature      Date

Total number of pages including cover sheet, attachments, and document 4

02/04/2002 GT0N11 00000149 75517828  
 01 FC:481 40.00 OP  
 02 FC:482 250.00 OP

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

TRADEMARK  
 REEL: 002437 FRAME: 0043

FORM PTO-1618C  
Expires 06/30/99  
CMB 0651-0027

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional 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)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

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 the Assignment.)

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

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

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

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2,268,420	2,275,551	2,275,550
2,284,642	2,357,556	2,357,557
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TRADEMARK ASSIGNMENT AGREEMENT

WHEREAS, Healthaxis.com, Inc., a Pennsylvania corporation (hereinafter referred to as "Assignor"), owns the entire right, title and interest in and to the trademarks, trademark registrations and applications (hereinafter referred to collectively as "Trademarks") listed on the attached Exhibit 1, and

WHEREAS, Healthaxis, Ltd., a Texas limited partnership (hereinafter referred to as "Assignee"), is desirous of acquiring the entire right, title and interest in and to the said Trademarks;

NOW, THEREFORE, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell, assign and transfer unto Assignee, its successors and assigns, its entire right, title and interest in and to the Trademarks together with the goodwill symbolized by the Trademarks and the right to recover for past infringement as fully and entirely as the same would have been held by Assignor if this assignment and sale had not been made. The Trademarks are assigned hereunder "as is" without any warranties, express or implied. Without limitation of the foregoing, Assignor specifically does not warrant that the Trademark will enable Assignee to obtain increased revenues from its use of the Trademarks or that the Trademarks will not cause any loss, damage or injury.

IN WITNESS WHEREOF, Assignor has caused this instrument to be effective as of 5:00 p.m., Central Standard Time, December 31, 2001.

HEALTHAXIS.COM, INC.,  
a Pennsylvania corporation

By: John Carradine  
John Carradine, Chief Financial Officer

On this 31<sup>st</sup> day of December, 2001, personally appeared John Carradine, known to me to be the Chief Financial Officer of Healthaxis.com, Inc., a Pennsylvania corporation, the assignor above named, and acknowledged that he executed the foregoing trademark assignment on behalf of said assignor and pursuant to authority duly received.



Sheree McDaniel  
Notary Public in and for State of Texas,  
County of Dallas.

My Commission expires: January 24, 2005

## EXHIBIT 1

to

## Trademark Assignment

<b>SERVICE MARK</b>	<b>SERIAL NO.</b>	<b>REGISTRATION NO.</b>
Healthaxis	75/517,827	2,505,739
Healthaxis.com	75/517,828	Pending
Insur-Voice	75/404,065	2,266,450
Insur-Dental	75/404,067	2,268,418
Insur-Image	75/404,068	2,268,419
Insur-Admin	75/404,069	2,268,420
Insur-Claims	75/404,070	2,275,551
Insur-PPO	75/404,066	2,275,550
Insur-Report	75/404,001	2,284,642
Insur-Enroll	75/764,289	2,357,556
Insur-Flex	75/764,290	2,357,557