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Tab settings



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

101987653

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

1. Name of conveying party(ies):
Health Net, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation - Delaware
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Health Benchmarks, Inc.
Internal Address: _____
Street Address: 21650 Oxnard Street, Suite 2150
City: Woodland Hills State: CA Zip: 91367
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: December 7, 2001

Corporation - Delaware
 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

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
75/457,005
76/174,396
Additional number(s) attached Yes No

B. Trademark Registration No.(s)

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Connie L. Ellerbach, Esq.
Internal Address: c/o Fenwick & West LLP
Street Address: Two Palo Alto Square
City: Palo Alto State: CA Zip: 94306

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
Should additional fees apply
8. Deposit account number:
50-0261
(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.

Connie L. Ellerbach  January 18, 2002
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 5

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

02/19/2002 TDIAZ1 00000201 75457005

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

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TRADEMARK
REEL: 002445 FRAME: 0875

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made pursuant to the Asset Purchase Agreement entered into by and between Health Net, Inc., a Delaware corporation having its principal office at 21600 Oxnard Street, Woodland Hills, California 91367 ("**Assignor**"), and Health Benchmarks, Inc., a Delaware corporation having its principal office at 21650 Oxnard Street, Suite 2150, Woodland Hills, California 91367 ("**Assignee**"), on August 3, 2001 (the "Asset Purchase Agreement") and is effective as of August 3, 2001 (the "Effective Date").

WHEREAS, Assignor has filed applications for the trade/service mark FOCUSCARE (the "Trademark") as follows:

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
FOCUSCARE	75/457,005	March 25, 1998
FOCUSCARE	76/174,396	December 1, 2000

WHEREAS, Assignee desires to acquire all rights, title and interest in and to the Trademark, including all of the goodwill associated with and symbolized by the Trademark.

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Trademark;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor, does hereby assign unto Assignee,

1. All rights, including common law rights, title and interest held by Assignor in the United States of America and all other countries and jurisdictions of the world in and to said Trademark and the applications identified above;
2. The goodwill of the business connected with and symbolized by said Trademark, and applications therefor;
3. That portion of the business which is ongoing and existing to which the Trademark pertains; and
4. All rights to damages or profits, due or to become due, accrued or to accrue, arising out of past, present, or future infringement of said Trademark or injury to said goodwill, together with the right to sue or recover the same in the Assignee's name.

Assignor makes no representations or warranties with respect to the Trademark and the foregoing applications, which are assigned "as is", and Assignee shall have no recourse against Assignor.

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Assignee and its successors and assigns shall indemnify, defend and hold harmless Assignor for and against any claims, demands, losses, costs, damages, liabilities or expenses (including reasonable attorneys' fees and cost) of any kind or nature whatsoever arising out of any third party claims or suits arising in connection with the Trademark from and after the date hereof.

Signed at

Woodland Hills, CA

Health Net, Inc., a Delaware corporation

Philip Davis

By: Philip Davis

Title: V.P., Assistant General Counsel

Date: December 7, 2001

Signed at

Woodland Hills, CA

Health Benchmarks, Inc., a Delaware corporation

Antonio Legorreta

By: Dr. Antonio Legorreta

Title: President and CEO

Date: December 10, 2001

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Received 12-10-2001 05:08pm

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To-FENWICK & WEST LLP

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TRADEMARK
REEL: 002445 FRAME: 0877

State of California
County of Los Angeles

On this 7th day of December, 2001, before me,
Tracy F Gottbeter, a Notary Public in and for the State of
California, personally appeared
Philip David, personally known to me (or proved to
me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/~~are~~-
subscribed to the within instrument and acknowledged to me that he/~~she~~/~~they~~ executed
the same in his/~~her~~/~~their~~ authorized capacity(ies), and that by his/~~her~~/~~their~~
signature(s) on the instrument the person(s) or the entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Tracy F. Gottbeter
Notary Public

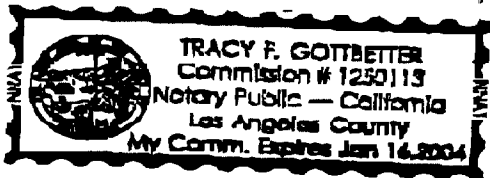


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State of California
County of Los Angeles

On this 10th day of December, 2001, before me,
Tracy F. Gottbeter, a Notary Public in and for the State of
California, personally appeared
Antonio Legorreta, personally known to me (or proved to
me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed
the same in his/her/their authorized capacity(ies), and that by his/her/their
signature(s) on the instrument the person(s) or the entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Tracy F. Gottbeter
Notary Public

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RECORDED: 01/28/2002

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