

FORM PTO-1618A

RE



U.S. DEPARTMENT OF COMMERCE

(Rev. 6-99)

Patent and Trademark Office

To the Honorable Commissioner of

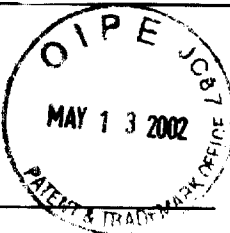
102092258

Original document or copy thereof.

1. Submission Type

New

5-13-02



Resubmission (Non-Recordation)

Document ID #

Correction of PTO Error

Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

Corrective Document

Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

2. Name of Conveying Party(ies):

MEMORIAL SISTERS OF CHARITY HEALTH NETWORK I, INC.

2600 NORTH LOOP WEST, 6<sup>TH</sup> FLOOR  
HOUSTON, TEXAS 77092

Individual(s)

Association

General Partnership

Limited Partnership

Corporation-State TEXAS

Other: \_\_\_\_\_

Additional Name(s) of conveying attached?  Yes  No

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) citizenship

Association

General Partnership

Limited Partnership

Corporation-State 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. Nature of conveyance:

Assignment

Merger

Security Agreement

Change of Name

Other: \_\_\_\_\_

Execution Date: MAY 9, 2002

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

A. Trademark Applicant No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED EXHIBIT A

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. 9421 /A-00748

7. Number of applications and registrations involved: 7

8. Total fee (37 CFR 3.41)..... \$ 190.00

Enclosed

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

05/15/2002 DB/RNE 00000054 2272663

01 FC:481  
02 FC:482

40.00 OP  
150.00 OP

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 13, 2002

Date

Total number of pages excluding cover sheet: 4

<u>MARK</u>	<u>SERIAL/REG NO.</u>	<u>REG/FILING DATE</u>
MSCH CHOICE 65	2,272,663	August 24, 1999
CHOICE 65	2,269,444	August 10, 1999
MEMORIAL SISTERS OF CHARITY	2,191,177	September 22, 1998
MEMORIAL SISTERS OF CHARITY	2,157,794	May 12, 1998
MSCH	2,257,417	June 29, 1999
MSCH	2,153,157	April 21, 1998
MSCH	2,339,049	April 4, 2000

**EXHIBIT A**

**SERVICE MARK ASSIGNMENT**

THIS SERVICE MARK ASSIGNMENT is made this 7<sup>th</sup> day of May  
\_\_\_\_\_, 2002, from Memorial Sisters of Charity Health Network I, Inc., a corporation of the  
state of Texas, whose place of business is 2600 North Loop West 6<sup>th</sup> Floor, Houston, Texas 77092  
(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;

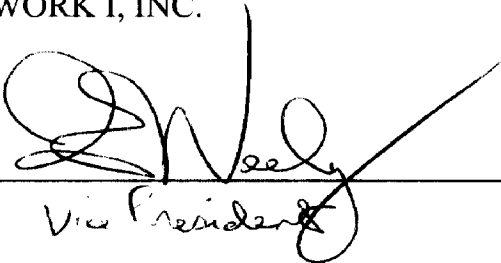
WHEREAS, Assignor is the owner of certain service marks and the U.S. service mark  
registrations therefor, as set forth in the attached Exhibit A, (collectively the "ASSIGNED  
MARKS"); and

WHEREAS, Assignor and Assignee desire and agree that Assignee acquire all right, title and  
interest of Assignor in the ASSIGNED MARKS.

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 ASSIGNED MARKS, and any and all applications and/or registrations  
therefor now or hereafter existing, together with the whole of the goodwill 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 the aforesaid ASSIGNED MARKS 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 ASSIGNED MARKS 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.

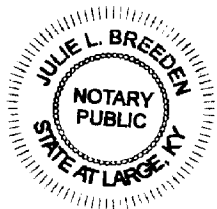
MEMORIAL SISTERS OF CHARITY HEALTH  
NETWORK I, INC.

BY:   
Vice President

[SEAL]

On this 4th day of May, 2002, before me personally appeared Walter S. Neely, an officer of Memorial Sisters of Charity Health Network I, Inc., who represented and warranted that he/she is the individual named above and who executed the foregoing instrument and that he/she has been duly authorized by Memorial Sisters of Charity Health Network I, Inc. to sign, seal and deliver the same as the voluntary act and deed of Memorial Sisters of Charity Health Network I, Inc. for the uses and purposes therein expressed.

  
Notary Public



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

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