

08-29-2002

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



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

Tab settings ⇄ ⇄ ⇄ ▼

102205442, ▼ ▼ ▼

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

1. Name of conveying party(ies):

Firstar Bank N.A.

AUG 26 2002

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other 08-26-02

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

2. Name and address of receiving party(ies)

Name: HealthScope Benefits, Inc.

Internal

Address: _____

Street Address: 27 Corporate Hill Drive

City: Little Rock State: AR Zip: 72205

- 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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other Release of Security Agree.

Execution Date: August 9, 2002

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

A. Trademark Application No.(s)

78-047, 637

74-348, 526

74-357, 381

Additional number(s) attached Yes No

B. Trademark Registration No.(s)

2,147,252

1,956,911

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

Name: Kevin Burns

Internal Address: _____

c/o Rose Law Firm

Street Address: 120 East 4th Street

City: Little Rock State: AR Zip: 72201

6. Total number of applications and registrations involved: _____

5

7. Total fee (37 CFR 3.41).....\$ 140.00

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.

Kevin Burns

Name of Person Signing

Signature

8-20-02

Date

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

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

08/28/2002 DBYRNE 00000064 78047537

01 FC:481
02 FC:482

40.00 DP
100.00 DP

TRADEMARK
REEL: 002571 FRAME: 0675

RELEASE OF SECURITY AGREEMENT

THIS RELEASE dated as of **August 9, 2002** (this "Release") is made by U.S. Bank, N.A., a National Association, acting in its capacity as secured party (in such capacity, the "Secured Party") under that certain Security Agreement, dated as of **February 28, 2001** and recorded in the records of the United States Patent and Trademark Office (as amended, supplemented or modified and in effect from time to time, the "Security Agreement"), among **HealthScope Benefits, Inc.**, (the "Debtor") and the Secured Party;

W I T N E S S E T H:

WHEREAS, pursuant to the Security Agreement which was recorded in the records of the United States Patent and Trademark Office, the Debtor granted to the Secured Party a continuing security interest in all of the Debtor's United States Intellectual Property Collateral including those set forth on the attached schedules;

WHEREAS, the Secured Party wishes to: (i) terminate the Security Agreement against the Intellectual Property Collateral including those identified in the attached schedules hereto, recorded with the United States Patent and Trademark Office; (ii) release all of its security interest covering the Intellectual Property Collateral including those listed in the attached schedules; (iii) restore all right, title and interest in and to the Intellectual Property Collateral including those listed the attached schedules, to Debtor; and (iv) to dissolve any and all liens and encumbrances respecting the Intellectual Property Collateral including those listed in the attached schedules.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Secured Party does hereby release its security interest in the Intellectual Property Collateral including those set forth on the attached schedules hereto, and discharges, quit claims and relinquishes unto **HealthScope Benefits, Inc.**, (in each case without recourse and without any representation or warranty) any and all rights, title and interest it has in and the security interest granted to Secured Party in the Intellectual Property Collateral including those listed in the attached schedules.

IN WITNESS WHEREOF, the Secured Party has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the day and year first above written.

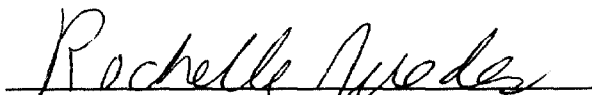
U.S. Bank, N.A.,
f/k/a Firststar Bank, NA

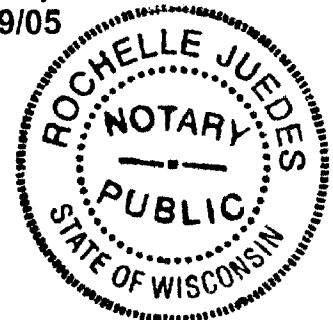

Joel Miller, Operations Lead

STATE OF WISCONSIN)SS.
COUNTY OF WINNEBAGO)

On this **August 9, 2002**, before me appeared **Joel Miller** to me personally known, who being by me duly sworn did say that he/she is **Operations Lead** of U.S. Bank, N.A., f/k/a Firststar Bank, NA, a national banking association, and that said instrument was signed and sealed in behalf of said association, by authority of its Board of Directors: and said title acknowledged said instrument to be the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the county and State aforesaid, the day and year first above written.


Rochelle Juedes, Notary Public
My term expires: 10/09/05



MWS Customer: #0800073703 Cost Center: #2574227

RECORDED: 08/26/2002

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