

Continuation of Item 4 (a) Trademark Application Nos.:

75/510,005

75/510,014

75/552,470

75/510,010

75/510,012

NAME AGREEMENT

NAME AGREEMENT (this "Agreement"), dated as of January 15, 2003, by and between CIGNA CORPORATION, a Delaware corporation, and CIGNA INTELLECTUAL PROPERTY, INC., a Delaware corporation (collectively "CIGNA"), and LOVELACE HEALTH SYSTEMS, INC., a New Mexico corporation ("LHS").

WITNESSETH:

WHEREAS, Healthsource, Inc., a New Hampshire corporation (the "Seller"), and AHS New Mexico Holdings, Inc., a New Mexico corporation (the "Buyer"), have entered into a Stock Purchase Agreement, dated as of July 1, 2002;

WHEREAS, subject to the limitations set forth on Schedule 3 hereto, CIGNA is the owner of the trademarks, trade names, and service marks identified on Schedule 1 hereto, the common law rights relating thereto and the registrations and applications relating thereto (collectively, the "Trademarks"), and the goodwill of the business symbolized thereby and associated therewith;

WHEREAS, subject to the limitations set forth on Schedule 3 hereto, CIGNA is the owner of the domain name registrations and applications identified on Schedule 2 hereto (collectively, the "Domains"); and

WHEREAS, pursuant to the terms and conditions of the Stock Purchase Agreement, CIGNA desires to sell, convey, transfer and assign whatever right, title and interest CIGNA has or may have, subject to Schedule 3 hereto, in and to the Trademarks and Domains to LHS.

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration set forth in the Stock Purchase Agreement, the receipt and sufficiency of which is hereby acknowledged, CIGNA, intending to be legally bound, agrees as follows:

Section 1. Assignment of Trademarks. Subject to Section 3 hereof, CIGNA hereby sells, conveys, transfers and assigns to LHS and LHS's successors and assigns CIGNA's entire right, title and interest in and to (i) the Trademarks, (ii) all applications and registrations which have been or may be filed or issued in respect thereto and any renewals thereof, (iii) all goodwill symbolized by and associated with the business conducted under the Trademarks, (iv) all income, royalties, damages, and payments now or hereafter due or payable in respect thereto, (v) all causes of action (either in law or in equity) and the right to sue,

counterclaim, and recover for past, present, or future infringement of the Trademarks or other rights transferred and assigned to LHS under this Agreement, and (vi) all rights corresponding to the foregoing throughout the world.

Section 2. Assignment of Domains. Subject to Section 3 hereof, CIGNA hereby sells, conveys, transfers and assigns to LHS and LHS's successors and assigns, CIGNA's entire right, title and interest in and to the Domains.

Section 3. Limitations on Rights Transferred. LHS acknowledges that it is aware of the limitations set forth on Schedule 3 hereto applicable to the rights being transferred to LHS pursuant to this Agreement, and accepts and agrees that the rights so acquired by LHS are subject to and qualified by those limitations.

Section 4. Further Assurances. As reasonably requested from time to time by LHS, CIGNA shall execute any additional documents, instruments or conveyances of any kind which may be reasonably necessary to carry out any of the provisions of this Agreement.

Section 5. Miscellaneous. This Agreement shall inure to the benefit of LHS and its successors and assigns and shall be binding upon CIGNA and its successors and assigns, effective immediately upon its delivery. This Agreement shall be governed by and construed and enforced in accordance with the laws of the United States of America and the State of Delaware without regard to the conflict of law rules thereof.

IN WITNESS WHEREOF, the undersigned has caused this Name Agreement to be executed and delivered by its duly authorized officer as of the date first above written.

CIGNA CORPORATION

By: James Hom

Name: James Hom

Title: Senior Vice President

CIGNA INTELLECTUAL PROPERTY, INC.

By: _____

Name: _____

Title: _____

LOVELACE HEALTH SYSTEMS, INC.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the undersigned has caused this Name Agreement to be executed and delivered by its duly authorized officer as of the date first above written.

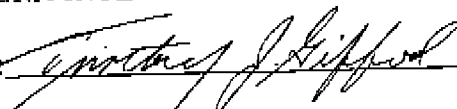
CIGNA CORPORATION

By: _____

Name: _____

Title: _____

CIGNA INTELLECTUAL PROPERTY, INC.

By:  _____

Name: Timothy J. Gifford _____

Title: Vice President _____

LOVELACE HEALTH SYSTEMS, INC.

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, the undersigned has caused this Name Agreement to be executed and delivered by its duly authorized officer as of the date first above written.

CIGNA CORPORATION

By: _____

Name: _____

Title: _____

CIGNA INTELLECTUAL PROPERTY, INC.

By: _____

Name: _____

Title: _____

LOVELACE HEALTH SYSTEMS, INC.

By:  _____

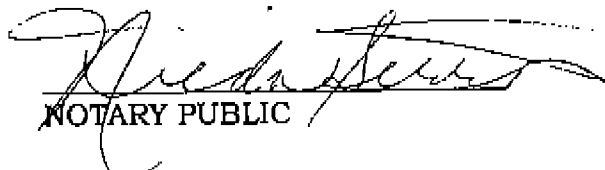
Name: Richard D. Rolston, M.D.

Title: Chief Executive Officer

STATE OF PA:

COUNTY OF Phila:

On this 18th day of Dec 2002, before me, a Notary Public in and for the County of Phila, in the State of PA, personally appeared James Ham, to me known to be the S. Vice President of CTGMA Corp., and being duly sworn, averred that, being duly authorized, (s)he executed the foregoing Agreement as the free act and deed of said corporation for the uses and purposes set forth.


NOTARY PUBLIC

STATE OF _____:

COUNTY OF _____:

On this ___ day of ____, 2002, before me, a Notary Public in and for the County of _____, in the State of _____, personally appeared _____, to me known to be the _____ of _____, and being duly sworn, averred that, being duly authorized, (s)he executed the foregoing Agreement as the free act and deed of said corporation for the uses and purposes set forth.

NOTARY PUBLIC

STATE OF _____:

COUNTY OF _____:

On this ___ day of ____, 2002, before me, a Notary Public in and for the County of _____, in the State of _____, personally appeared _____, to me known to be the _____ of _____, and being duly sworn, averred that, being duly authorized, (s)he executed the foregoing Agreement as the free act and deed of said corporation for the uses and purposes set forth.

NOTARY PUBLIC

STATE OF _____:

COUNTY OF _____:

On this ____ day of _____, 2002, before me, a Notary Public in and for the County of _____, in the State of _____, personally appeared _____, to me known to be the _____ of _____, and being duly sworn, averred that, being duly authorized, (s)he executed the foregoing Agreement as the free act and deed of said corporation for the uses and purposes set forth.

NOTARY PUBLIC

STATE OF Pennsylvania:

COUNTY OF Philadelphia:

On this 18th day of Dec., 2002, before me, a Notary Public in and for the County of Penn., in the State of PA, personally appeared Timothy G. Cufford, to me known to be the Vice President of CIGNA Indemnity Property, Inc., and being duly sworn, averred that, being duly authorized, (s)he executed the foregoing Agreement as the free act and deed of said corporation for the uses and purposes set forth.

Margaret J. Garcia
NOTARY PUBLIC

Notarial Seal
Margaret E. Garcia, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Jan. 30, 2003
Member, Pennsylvania Association of Notaries

STATE OF _____:

COUNTY OF _____:

On this ____ day of _____, 2002, before me, a Notary Public in and for the County of _____, in the State of _____, personally appeared _____, to me known to be the _____ of _____, and being duly sworn, averred that, being duly authorized, (s)he executed the foregoing Agreement as the free act and deed of said corporation for the uses and purposes set forth.

NOTARY PUBLIC

STATE OF _____:

COUNTY OF _____:

On this ____ day of _____, 2002, before me, a Notary Public in and for the County of _____, in the State of _____, personally appeared _____, to me known to be the _____ of _____, and being duly sworn, averred that, being duly authorized, (s)he executed the foregoing Agreement as the free act and deed of said corporation for the uses and purposes set forth.

NOTARY PUBLIC

STATE OF _____:

COUNTY OF _____:

On this ____ day of _____, 2002, before me, a Notary Public in and for the County of _____, in the State of _____, personally appeared _____, to me known to be the _____ of _____, and being duly sworn, averred that, being duly authorized, (s)he executed the foregoing Agreement as the free act and deed of said corporation for the uses and purposes set forth.

NOTARY PUBLIC

STATE OF New Mexico:

COUNTY OF Bernalillo

On this 9th day of Jan, 2002³, before me, a Notary Public in and for the County of Bernalillo in the State of New Mexico personally appeared Richard D. Rolston, MD to me known to be the CEO of Lovelace Health Systems, Inc., and being duly sworn, averred that, being duly authorized, (s)he executed the foregoing Agreement as the free act and deed of said corporation for the uses and purposes set forth.

Leticia J. Lim
NOTARY PUBLIC

SCHEDULE 1TRADEMARKS

1. The following service marks are owned by CIGNA Intellectual Property, Inc.:

<u>Service Mark</u>	<u>Registration No.</u>
Lovlace Clinical Trials	2,290,652
ParkCenter	2,339,948

2. The following service marks have been applied for on behalf of CIGNA Intellectual Property, Inc.:

<u>Service Mark</u>	<u>Serial No.</u>
Lovlace	75/510007
Lovlace (stylized)	75/510008
Lovlace (& Design)	75/510067
Lovlace Community Health Plan	75/510006
Lovlace Health Plan	75/510005
Lovlace Health Systems	75/510014
Lovlace Healthy Babies	75/552470
Lovlace Medical Center	75/510010
Lovlace Senior Plan	75/510012

SCHEDULE 2
DOMAIN NAMES

www.lovelace.com

SCHEDULE 3LIMITATIONS

Cancellation Action No. 29,796 was commenced in the United States Patent and Trademark Office on December 16, 1999 by Lovelace Scientific Resources, Inc. (LSR) and Lovelace Respiratory Research Institute (LRRI) against Registration No. 2,290,652 for the mark LOVELACE CLINICAL TRIALS covering "research, analysis, studies and trials of medical products, compositions, drugs, devices, procedures and outcomes in clinical and non-clinical settings to improve the practice of medicine and patient care" in Class 42 and filed by Lovelace Healthcare Innovations, Inc. Registration No. 2,290,652 was subsequently assigned by Lovelace Healthcare Innovations, Inc. to CIGNA Corporation on December 9, 1999 and the assignment was recorded with the United States Patent and Trademark Office on January 24, 2000. The grounds for the cancellation action are the petitioners' claims of prior and well known use of the service mark and trade name LOVELACE for related services and confusing similarity. The cancellation proceeding has been suspended since February 14, 2001 as the parties are currently in negotiations. The United States Patent and Trademark Office has suspended Application Nos. 75/510,005 (LOVELACE HEALTH PLAN), 75/510,006 (LOVELACE COMMUNITY HEALTH PLAN), 75/510,008 (LOVELACE (Stylized)) and 75/510,014 (LOVELACE HEALTH SYSTEMS) as well, pending resolution of Cancellation Action No. 29,796.