

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)  
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12-03-2002



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

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

1. Name of conveying party(ies):  
UICI

11-26-02

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: 1/18/2002

2. Name and address of receiving party(ies)

Name: American Administrative Group, Inc.  
Internal  
Address: Suite 400

Street Address: 2700 Wycliff Road  
City: Raleigh State: NC Zip: 27607

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

B. Trademark Registration No.(s) 2,086,450  
\_\_\_\_\_

Additional number(s) attached  Yes  No

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

Name: Jeffrey H. Brown  
Internal Address: Suite 2800  
\_\_\_\_\_  
\_\_\_\_\_

Street Address: D'Ancona & Pflaum LLC  
111 E. Wacker Drive  
City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: ..... 1

7. Total fee (37 CFR 3.41).....\$ 40.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
500387

DO NOT USE THIS SPACE

9. Signature.

Jeffrey H. Brown  
Name of Person Signing

Signature

November 21, 2002  
Date

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

12/02/2002 DIAZ1 00000170 500387 2086450  
01 FC:8521 40.00 CH

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

TRADEMARK  
REEL: 002625 FRAME: 0688

## TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment") is made and entered into as of this 18th day of January, 2002 by and between UICI, a Delaware corporation ("Assignor"), and American Administrative Group, Inc., an Illinois corporation ("Assignee");

WHEREAS, pursuant to a Stock Purchase Agreement between Assignee, Assignor, and UICI Administrators, Inc., a Texas corporation and wholly-owned subsidiary of Assignor, of even date herewith (the "Agreement"), Assignor has agreed to assign and Assignee has agreed to acquire all intellectual property rights relating to the Business (as such term is defined in the Agreement), including, without limitation service marks and trademarks and all goodwill associated therewith (such service marks and trademarks, including those defined as "Trademarks" (as defined below) are referred to in this Assignment as the "Marks"). The Marks relating to the Business for which a trademark registration has issued or a trademark application has been submitted to the United States Patent and Trademark Office or any other governmental body with the power and authority to register trademarks are listed on Schedule A attached to this Assignment (the "Trademarks").

WHEREAS, Assignor is the sole and exclusive owner in and to the Marks; and

WHEREAS, Assignee wishes to acquire all right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used.

### ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration paid by Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably assigns to Assignee all right, title and interest in and to the Marks together with the goodwill of the business in connection with which the Marks are used, and all registrations and trademark applications therefor, in the United States, its territories and possessions and throughout the world as well as renewals and extensions of the registrations that are or may be secured under the laws of the United States, its territories and possessions and throughout the world, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the date hereof or thereafter, including without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for damages, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to record Assignee as owner of the Trademark and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

UICI, a Delaware corporation

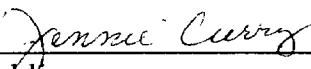
By: 

Steven K. Arnold

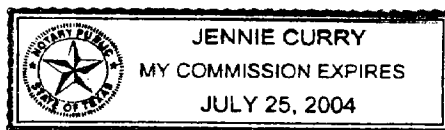
Its: Vice President

STATE OF TEXAS            )  
                                      )SS.  
COUNTY OF DALLAS        )

On this 18th day of January, 2002 before me appeared Steven K. Arnold, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on his own behalf and with full authority of UICI, a Delaware corporation.

  
Notary Public

My Commission Expires: 7-25-04



SCHEDULE A

**Marks:**

**TOTAL ACCESS**

**U.S. Trademark Registrations:**

<u>Mark</u>	<u>U.S. Registration No.</u>	<u>Registration Date</u>
TOTAL ACCESS	2,086,450	August 5, 1997