

10-15-02
RE

02-20-2003



102368006

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



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

1. Name of conveying party(ies):
Univera Healthcare Foundation, Inc.

1045.02

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State NEW YORK
 Other _____

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

2. Name and address of receiving party(ies)
Name: Excellus Health Plan, Inc.

Internal Address: _____

Street Address: 165 Court Street

City: Rochester State: NY

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New York
 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

OFFICE OF PATENT RECORDS
2002 OCT 15 AM 10:37
FINANCE SECTION

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: July 31, 2001

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s)
2368062

Additional number(s) attached Yes No

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

Name: Philip J. Murphy, Esq.

Internal Address: Hinman Straub, P.C.

Street Address: 121 State Street

City: Albany State: NY Zip: 12207

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: _____

(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.

Philip J. Murphy *Philip J. Murphy* 10/8/02
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 3

2003 LUELLER 00000029 2368062
10521 40.00 OP

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

TRADEMARK
REEL: 002673 FRAME: 0773

ASSIGNMENT AGREEMENT

THIS ASSIGNMENT AGREEMENT (the "Agreement") dated as of July³¹ 2001, is entered into by and between UNIVERA HEALTHCARE FOUNDATION ("UNIVERA FOUNDATION"), a New York not-for-profit corporation with its principal place of business at 205 Park Club Lane, Buffalo, New York (the "Assignor") in favor of EXCELLUS HEALTH PLAN, INC., a New York not-for-profit corporation with its principal place of business at 165 Court Street, Rochester, New York (the "Assignee").

WITNESSETH:

WHEREAS, the Assignor is the owner of certain rights regarding the use, ownership and enjoyment of the name "UNIVERA HEALTHCARE" and "UNIVERA", and any derivations or combinations thereof; and

WHEREAS, the Assignor desires to assign to the Assignee all of the Assignor's rights to the use, ownership and enjoyment of these names;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby agrees as follows:

Section I - Assignment.

Assignor hereby assigns, transfers, conveys and delivers to Assignee, as of the date hereof, all of Assignor's rights to the use, ownership and enjoyment of the names "UNIVERA HEALTHCARE", "UNIVERA" and any derivations or combinations thereof, which belong to or are controlled by the Assignor, whether by common law, statutory registrations or filings, or any other means; except that the Assignor does hereby reserve to itself the right to use the name "UNIVERA HEALTHCARE FOUNDATION".

The Assignor does hereby irrevocably assign and transfer all of the rights described immediately in the preceding paragraph. In addition, in the event that the Assignor shall change its name, or dissolve, then, in that event, the Assignor agrees that it shall not assign the rights reserved herein to any other entity, but that such rights shall immediately lapse and terminate.

Section 2 - Contingency.

This Agreement and the Assignee's rights hereunder are contingent upon the closing of the transactions contemplated by the Foundation Agreement, dated November 22, 2000, of which the Assignor is a signatory. In the event that this contingency is not met, this Agreement shall be null and void and all rights of the Assignee hereunder shall cease.

Section 3- Governing Laws.

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, excluding any conflicts of law rules or principals.

Section 4 - Further Assurances.

The Assignor agrees that it shall take all action and sign all documents necessary or appropriate to transfer to Assignee the rights described herein.

IN WITNESS WHEREOF, the Assignor has executed this Agreement as of the day and date first above written.

UNIVERA HEALTHCARE FOUNDATION, INC.

By: 

Name: Frederick F. Yanni, Jr.

Title: Chairman