

FORM PTO-1594  
6/93

RECORDATION FORM COVER SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

TRADEMARKS ONLY

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

1. Name of conveying party(ies):

Healthlink, Inc.

- Individual(s)                       Association
- General Partnership               Limited Partnership
- Corporation - Illinois

Add'l name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies):

Name: WellPoint Health Networks Inc.

Street Address: 1 WellPoint Way

City: Thousand Oaks State: CA ZIP: 93012

- Individual(s) citizenship
- Association
- Corporation - 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 \_\_\_\_\_

Execution Date: June 26, 2003

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,058,527

Additional numbers attached?  Yes  No

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

Name: Dax Alvarez

Internal Address:

BLAKELY, SOKOLOFF, TAYLOR & ZAFMAN

Street Address: 12400 Wilshire Boulevard

Seventh Floor

City: Los Angeles State: CA ZIP: 90025

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:

02-2666

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.*

Dax Alvarez

Name of Person Signing



Signature

7/2/03

Date

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

CH \$40.00 022666 2058527

**ASSIGNMENT OF TRADEMARK**

**AND**

**REGISTRATION THEREOF**

WHEREAS, HealthLink, Inc., a corporation duly organized and existing under the laws of the State of Illinois, having a place of business at 12443 Olive Boulevard, St. Louis, MO 63141 (hereinafter "ASSIGNOR"), has acquired or adopted, and used, and thereby owns all rights, title and interests in and to the trademark and registration thereof, namely, U.S. Registration No. 2,058,527 for the mark HEALTHLINK and DESIGN (hereinafter the "Mark" and/or "U.S. Registration"), together with the goodwill of the businesses appurtenant to said Mark; and

WHEREAS, ASSIGNOR is owned by Blue Cross Blue Shield of Missouri, a corporation duly organized and existing under the laws of the State of Missouri, having a place of business at 1831 Chestnut Street, St. Louis, MO 63103 that is owned by WellPoint Health Networks, Inc., a corporation duly organized and existing under the laws of the State of Delaware, having a place of business at 1 WellPoint Way, Thousand Oaks, CA 93012 (hereinafter "WELLPOINT" or "ASSIGNEE"), ASSIGNOR has agreed to assign unto ASSIGNEE its entire rights, title and interests in and to the Mark, U.S. Registration, and the goodwill appurtenant thereto; and

WHEREAS, in order to effectuate ASSIGNOR's assignment of its entire rights, title and interests in and to the Mark, U.S. Registration, and the goodwill appurtenant thereto, to ASSIGNEE, ASSIGNOR is executing this instrument of assignment.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ASSIGNOR does hereby sell, assign, convey and transfer unto ASSIGNEE, its successors, assigns and legal representatives, its full and entire rights, title and interests in and to the Mark, U.S. Registration, and the attendant

goodwill symbolized by the Mark, the same to vest in ASSIGNEE, including, without limitation, the ownership of all causes of action for, and claims for damages by reason of, the infringement of the Mark by other parties, which causes of action and claims arose prior to the date of execution hereof.

ASSIGNOR hereby represents and warrants that, except as it may have otherwise disclosed to ASSIGNEE, (i) it is the sole owner of the Mark and the goodwill associated therewith, the U.S. Registration thereof; (ii) the U.S. Registration thereof was not obtained fraudulently or contrary to any provision of the trademark laws of the United States; (iii) the U.S. Registration thereof is not the subject of any cancellation proceeding; (iv) it has granted no licenses to any other party to use the Mark, or any of them, in the United States or any other country or territory which it has not disclosed to ASSIGNEE; (v) it is not aware of any third party who has asserted a claim of any ownership right, title or interest in the Mark, U.S. Registration, or any other rights or interests therein which are adverse to those of ASSIGNOR which it has not disclosed; and (vi) it is not a party to any prior agreement, nor has it made any informal commitment or reached any understanding, with any other person or legal entity relating to the Mark or U.S. Registration which would be breached or otherwise violated by the foregoing assignment of the Mark and U.S. Registration. In this connection, ASSIGNOR states that it makes no other representations or warranties whatsoever, expressed or implied, except as specifically set forth herein above.

ASSIGNOR hereby agrees that ASSIGNEE shall have the right to record this instrument of assignment with the United States Patent and Trademark Office, so as to establish ASSIGNEE as owner of record of the Mark and U.S. Registration.

ASSIGNOR further agrees, at the request of ASSIGNEE and without charge or cost to ASSIGNEE, to (i) execute and have executed any and all other documents of any kind whatsoever, and to provide whatever information may be required, to carry out the terms

and intent of this Assignment; and (ii) fully cooperate with ASSIGNEE, as reasonably required, to enable ASSIGNEE to duly record this instrument of assignment with the respective countries throughout the world, so that ASSIGNEE's ownership of the Mark and U.S. Registration is duly made of record in the United States.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed on the date indicated below.

HEALTHLINK, INC.  
An Illinois corporation

Date: 6/26/03 By: Thomas C. Geiser  
Thomas C. Geiser  
Secretary

**NOTARIZATION**

State of California }  
County of Ventura } SS



On this 26<sup>th</sup> day of June, 2003, before me, Vincent A. Levin,  
the undersigned Notary Public, personally appeared Thomas C. Geiser  
 personally known to me OR

         proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

*Vincent A. Levin*  
\_\_\_\_\_  
Notary's Signature