

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
EAI Partners, L.P.		11/10/2003	LIMITED PARTNERSHIP: DELAWARE

RECEIVING PARTY DATA	
Name:	Milliman USA, Inc.
Street Address:	1301 Fifth Avenue
Internal Address:	Suite 3800
City:	Seattle
State/Country:	WASHINGTON
Postal Code:	98101
Entity Type:	CORPORATION: WASHINGTON

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	2588423	EAI
Registration Number:	2758096	EVALUATION ASSOCIATES

CORRESPONDENCE DATA	
Fax Number:	(615)687-1537
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	mcecchi@stokesbartholomew.com
Correspondent Name:	Micol Cecchi
Address Line 1:	424 Church Street
Address Line 2:	Suite 2800
Address Line 4:	Nashville, TENNESSEE 37219

ATTORNEY DOCKET NUMBER:	11920-001 MILLIMAN
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NAME OF SUBMITTER:	Micol Cecchi
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Total Attachments: 4
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**TRADEMARK
 REEL: 002786 FRAME: 0570**

CH \$65.00 2588423

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TRADEMARK AND DOMAIN NAME ASSIGNMENT

TRADEMARK ASSIGNMENT (this "Assignment") entered into by and between EAI PARTNERS, L.P., a Delaware limited partnership the general partner of which is Evaluation Associates Holding Corporation, a Delaware corporation ("Assignor"), and MILLIMAN USA, Inc., a Washington corporation ("Assignee")

WHEREAS, Assignor and Assignee are parties to a certain Asset Purchase Agreement, dated as of November 10, 2003 (the "Purchase Agreement"); and

WHEREAS, Assignor desires to assign, and Assignee desires to acquire, Assignor's entire right, title, and interest in and to the registered Trademarks and WorldWideWeb Domain Names set forth on Schedule A hereto, and all goodwill associated therewith (collectively, the "Assigned Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby transfers, assigns, conveys, delivers, and sets over to Assignee, Assignor's entire right, title and interest in and to (i) the United States Trademark registrations and associated common law rights, if any, in and to the Assigned Marks, (ii) the goodwill of the Business (as defined in the Purchase agreement) symbolized by the Assigned Marks, (iii) all income, royalties, damages, and payments now or hereafter due or payable in respect to the Assigned Marks, and (iv) all causes of action (either in law or equity) and the right to sue, counterclaim, and recover for past, present, and future infringement, dilution, or misappropriation of the rights assigned to Assignee, hereunder, and all rights corresponding thereto throughout the world. Assignor shall reasonably cooperate with Assignee in executing appropriate assignment documents provided by Assignee required for completing the formalities to secure to Assignee the rights hereby transferred, upon request of Assignee. Assignor shall transfer physical possession of the files regarding the Assigned Marks that are in Assignor's physical possession at such time as Assignee and Assignor agree in writing.


Disclaimer of Representations and Warranties. Notwithstanding any other provision of this Assignment to the contrary, and except as set forth in and subject to the Purchase Agreement, this assignment is made without any representation or warranty of any nature including, without limitation, (a) as to the value or freedom from encumbrance of the assigned marks; (b) as to any warranty (express or implied, oral or written) of title, noninfringement, merchantability or fitness for a particular purpose (whether or not a party or its affiliates knows or has reason to know any such purpose), or any other matter, including the completeness or sufficiency of the assigned marks transferred hereunder whether alleged to arise by law, by reason of custom or usage in the trade, by course of dealing or otherwise; or (c) as to the legal sufficiency to grant any rights therein.

WHEREFORE, Assignors have caused this Assignment to be duly executed below, on the date indicated, by its duly authorized officer.

ASSIGNOR:

EAI PARTNERS, L.P.

By: EVALUATION ASSOCIATES HOLDING CORPORATION,
its General Partner

By: 
Name: Phillip N. Maisano
Title: Chairman and CEO

Acknowledged and Accepted:

ASSIGNEE:

MILLIMAN USA, INC.

By: _____
Name:
Title:

WHEREFORE, Assignors have caused this Assignment to be duly executed below, on the date indicated, by its duly authorized officer.

ASSIGNOR:

EAI PARTNERS, L.P.

By: EVALUATION ASSOCIATES HOLDING CORPORATION,
its General Partner

By: _____
Name: Phillip N. Maisano
Title: Chairman and CEO

Acknowledged and
Accepted:

ASSIGNEE:

MILLIMAN USA, INC.

By: *Patrick J. Grannan*
Name: Patrick J. Grannan
Title: President/CEO, Milliman USA, Inc.

SCHEDULE A TO TRADEMARK ASSIGNMENT

Registered Trademarks

- "EAI", USPTO Reg. No. 2588423, July 2, 2002
- "Evaluation Associates," USPTO Reg. No. 2758096 September 2, 2003

Domain Names

- eval-assoc.com
eval-assoc.net
eval-assoc.org
- evaluationassociates.com
evaluationassociates.net
evaluationassociates.org