

FORM PTO-1594 (Rev. 6-93) **RECORDATION FORM COVER SHEET** U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

TRADEMARKS ONLY

OMB No. 0651-0011 (exp. 4/94)
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

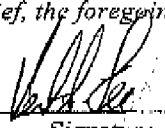
<p>1. Name of conveying party(ies): EAI Partners, L.P.</p> <p>Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> <input checked="" type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation Other _____</p> <p>Additional name(s) of conveying party(ies) attached? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	<p>2. Name and address of receiving party(ies) Name: <u>Milliman USA, Inc.</u></p> <p>Internal Address: <u>Suite 3800</u></p> <p>Street Address: <u>1301 Fifth Avenue</u></p> <p>City: <u>Seattle</u> State: <u>WA</u> Zip: <u>98101</u></p> <p>Individual(s) citizenship _____ Association _____</p> <p><input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - Washington Other _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes <input type="checkbox"/> No <input type="checkbox"/> <small>(Designations must be a separate document from assignment)</small> Additional name(s) & address(es) attached? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
<p>3. Nature of conveyance: <input checked="" type="checkbox"/> Assignment <input type="checkbox"/> Merger <input type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____</p> <p>Execution Date: <u>November 10, 2003</u></p>	

<p>4. Application number(s) or patent number(s): A. Trademark Application No.(s)</p>	<p>B. Trademark Registration No.(s) 2,588,423 2,758,096</p> <p>Additional numbers attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Kent A. Lee</u></p> <p>Internal Address: <u>Suite 2100</u></p> <p>Street Address: <u>Reinhart Boerner Van Deuren s.c.</u> <u>1000 North Water Street</u></p> <p>City: <u>Milwaukee</u> State: <u>WI</u> Zip: <u>53202-3186</u></p>	<p>6. Total number of applications and registrations involved: 2</p> <p>7. Total fee (37 CFR 3.41) \$<u>65.00</u></p> <p><input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account <input checked="" type="checkbox"/> Any Deficiencies in Enclosed Fee should be charged to our Deposit Account.</p> <p>8. Deposit account number: 18-0882 <small>(Attach duplicate copy of this page if paying by deposit account)</small></p>
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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.

Kent A. Lee  February 5, 2004

Name of Person Signing _____ Signature _____ Date _____

Total number of pages including cover sheet, attachments, and document: 6

1058203

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

CH \$66.00 180882 2688423

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

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:

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



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COMPANY:	Assistant Commissioner of Patents and Trademarks	PHONE NO.	

FROM: Kent A. Lee
DATE: February 5, 2004

REQUESTED BY K. Benshoof
EXTENSION 8467

ATTORNEY NO. 00573
CLIENT NO. 028170
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