

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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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
James G. Carlson		08/31/2004	INDIVIDUAL: UNITED STATES

RECEIVING PARTY DATA	
Name:	NewQuest, LLC
Street Address:	44 Vantage Way
Internal Address:	Suite 300
City:	Nashville
State/Country:	TENNESSEE
Postal Code:	37228
Entity Type:	LTD LIAB JT ST CO: TEXAS

PROPERTY NUMBERS Total: 2		
Property Type	Number	Word Mark
Registration Number:	2721573	HEALTHSPRING
Registration Number:	2724418	HEALTHSPRING CARES

CORRESPONDENCE DATA	
Fax Number:	(312)660-0471
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	312-861-6371
Email:	rprescan@kirkland.com
Correspondent Name:	Renee M. Prescan
Address Line 1:	200 E. Randolph Drive
Address Line 2:	Kirkland & Ellis LLP
Address Line 4:	Chicago, ILLINOIS 60601

ATTORNEY DOCKET NUMBER:	36762-230 RMP
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NAME OF SUBMITTER:	Min Wang
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Total Attachments: 2
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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of August 31, 2004 ("Effective Date"), by and between James G. Carlson, 3 Clarks Branch Road, Great Falls, Virginia 22066 ("Assignor"), and NewQuest, LLC, a Texas limited liability company, with its principal place of business at 44 Vantage Way, Suite 300, Nashville, Tennessee 37228 ("Assignee").

WHEREAS, Assignor has adopted and is using marks registered in the United States Patent Office and wishes to assign to the Assignee, and Assignee wishes to acquire from Assignor, United States Trademark Registration No. 2,721,573 for the mark HEALTHSPRING registered on June 3, 2003, and United States Trademark Registration No. 2,724,418 for the mark HEALTHSPRING CARES registered on June 10, 2003, in each case, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, for \$100.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and sets over the Assignee the entire right, title and interest in and to the Marks, for the United States, for each state thereof, and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States, or any of the states thereof, or any foreign county, now or hereafter in effect, 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 Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date 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, and collect for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entities or agencies in any state of the United States, and in any applicable foreign countries, to record Assignee as the assignee and owner of the Marks.

