

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Universal Care, Inc.		03/31/2006	CORPORATION: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Health Net of California, Inc.		
<b>Street Address:</b>	21650 Oxnard Street		
<b>City:</b>	Woodland Hills		
<b>State/Country:</b>	CALIFORNIA		
<b>Postal Code:</b>	91367		
<b>Entity Type:</b>	CORPORATION: CALIFORNIA		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2682938	UNIVERSAL CARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(312)876-7934		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	312-876-3192		
<b>Email:</b>	pmcbride@sonnenschein.com		
<b>Correspondent Name:</b>	Peggy L. McBride		
<b>Address Line 1:</b>	7800 Sears Tower		
<b>Address Line 2:</b>	Sonnenschein Nath & Rosenthal LLP		
<b>Address Line 4:</b>	Chicago, ILLINOIS 60606		
<b>ATTORNEY DOCKET NUMBER:</b>	40020180.0007		
<b>NAME OF SUBMITTER:</b>	Peggy L. McBride		
<b>Signature:</b>	/Peggy L. McBride/		
<b>Date:</b>	04/05/2006		

OP \$40.00 2682938

**Total Attachments: 4**

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## ASSIGNMENT OF TRADEMARKS

**THIS ASSIGNMENT OF TRADEMARKS**, dated as of March 31, 2006, is by and between Universal Care, Inc., a California corporation ("*Universal Care*") and Health Net of California, Inc., a California corporation ("*Health Net*").

### **BACKGROUND:**

A. Universal Care owns, has adopted, and either has used or has a bona fide intent to use certain registered trademarks set forth on Exhibit A attached hereto (the "*Trademarks*").

B. Health Net acquired certain assets of Universal Care, including but not limited to the Trademarks, pursuant to that certain Asset Purchase Agreement by and between Universal Care and Health Net dated as of December 30, 2005, as amended by that certain Amendment to Asset Purchase Agreement dated March 31, 2006.

### **AGREEMENT:**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Universal Care has assigned and transferred and does hereby assign and transfer to Health Net and its successors, assigns, and legal representatives, Universal Care's entire worldwide right, title, and interest in and to the Trademarks together with that part of the goodwill of the business connected with the use of and symbolized by the Trademarks, and all claims for damages by reason of past infringement of the Trademarks with the right to sue for and collect damages, and in and to applications for foreign trademarks therefor in all countries, including all rights under any and all international conventions and treaties in respect of the Trademarks in foreign countries, and Universal Care further authorizes Health Net to apply for foreign protection of the Trademarks in foreign countries directly in its own name, and to claim the priority of the filing date of the Trademarks of the United States of America under the provisions of any and all international conventions and treaties.

Universal Care agrees that, when requested, it will, at Health Net's expense, sign all papers, take all rightful oaths, and do all reasonable acts that may be necessary, desirable, or convenient for securing and maintaining the Trademarks in all countries and for vesting title thereto in Health Net, its successors, assigns, and legal representatives or nominees. Universal Care represents and warrants to Health Net, its successors, assigns, and legal representatives, that, as of the date hereof, the interest and property hereby conveyed is free from all prior assignment, grant, mortgage, license, or other encumbrance.

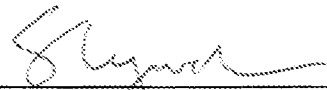
Nothing contained in this Assignment of Trademarks shall in any way supersede, modify, or replace the provisions set forth in the Asset Purchase Agreement.

Health Net hereby accepts all of the foregoing.

[Signature page follows.]

IN WITNESS WHEREOF, Universal Care and Health Net have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the date first written above.

HEALTH NET OF CALIFORNIA, INC.,  
a California corporation

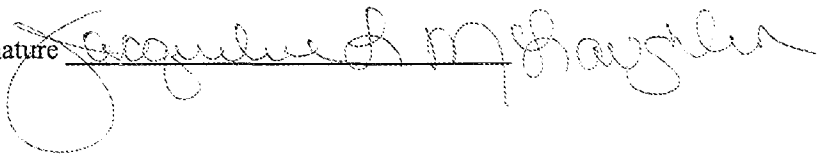
By:   
Name: Stephen D. Lynch  
Title: President

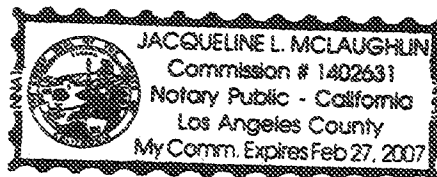
**ACKNOWLEDGMENT**

STATE OF CALIFORNIA        )  
  )  
COUNTY OF Los Angeles    )

On March 27, 2006, before me, Jacqueline McLaughlin, a Notary Public, personally appeared Stephen D. Lynch, 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.

Signature 



Assignment of Trademarks



Exhibit A

UNITED STATES  
TRADEMARK REGISTRATION

<u>Registration Number</u>	<u>Filing Date</u>	<u>Mark</u>
2682938	November 26, 2001	“UNIVERSAL CARE”

Assignment of Trademarks

27232211V-1

**RECORDED: 04/05/2006**

**TRADEMARK  
REEL: 003283 FRAME: 0087**