

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Broadspire Services, Inc.		03/31/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Aetna Life Insurance Company		
Street Address:	151 Farmington Avenue		
City:	Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06156		
Entity Type:	CORPORATION: CONNECTICUT		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1433207	QUICKADMIT	
Registration Number:	1478454	WORKABILITY	
Registration Number:	1503374	WORKABILITY	
CORRESPONDENCE DATA			
Fax Number:	(860)273-5743		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	860-273-0835		
Email:	DionFA@aetna.com		
Correspondent Name:	Faye A. Dion		
Address Line 1:	151 Farmington Avenue		
Address Line 2:	RW4A		
Address Line 4:	Hartford, CONNECTICUT 06156		
NAME OF SUBMITTER:	Paige L. Falasco		
Signature:	/paige l falasco/		

OP \$90.00 1433207

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TRADEMARK
REEL: 003305 FRAME: 0412

Date:

05/03/2006

Total Attachments: 3

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ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (this "Assignment") is made as of March 31, 2006, by Broadspire Services, Inc., a corporation organized under the laws of the State of Delaware ("Assignor"), to Aetna Life Insurance Company, a stock life insurance company organized under the laws of the State of Connecticut ("Assignee").

WHEREAS, Assignor has adopted, owns and is using the United States trademark registrations disclosed in Schedule A, attached hereto and made a part hereof (the "Trademarks");

WHEREAS, Assignee desires to use the Trademarks and to acquire the entire right, title and interest in, to and under the Trademarks and the goodwill of the business symbolized by such Trademarks in connection therewith; and

WHEREAS, Assignor and Assignee are two of the parties to that certain Asset Purchase Agreement dated as of February 27, 2006, as amended, providing for the purchase by Assignee of certain assets of Assignor, including the Trademarks,

NOW, THEREFORE, for and in consideration of \$1 and other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged, the parties agree as follows:

1. Assignor hereby sells, assigns, conveys and transfers unto Assignee all right, title and interest in, to and under the Trademarks, together with (a) the benefit of any rights at common law which have accrued to Assignor through use of the Trademarks or otherwise, (b) the benefit of any rights accruing to Assignor through use of the Trademarks or otherwise as a result of the limited license granted in paragraph 2, below, (c) the goodwill of the business symbolized thereby, (d) all registrations therefor, and (e) all rights and privileges granted and secured thereby, including, without limitation, the right to sue and recover for any past or continuing infringement of the Trademarks, as well as the right to seek any and all remedies available at law or in equity.

2. Assignor agrees that, as promptly as practicable after the Closing Date, and in any event no later than six (6) months after the Closing Date, it will (a) destroy or exhaust all materials bearing any of the Trademarks, but only to the extent that such materials incorporate such Trademarks, and (b) cease use of the Trademarks. Assignee hereby grants Assignor a limited, royalty-free license to continue to use the Trademarks solely as permitted in the preceding sentence.

This Assignment shall be construed and all the rights, powers and liabilities of the parties hereunder shall be determined in accordance with the substantive laws of the State of New York, without regard to conflicts of laws principles. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

WITNESS WHEREOF, the parties have caused this Assignment of Trademarks to be executed as of the date first written above.

BROADSPIRE SERVICES, INC.

By: *Kf*

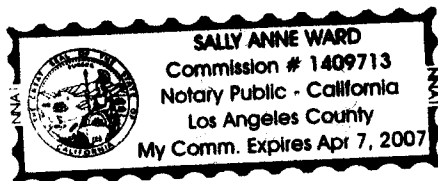
[Signature]
Name: **Eva M. Kalawski**
Title: **Vice President & Secretary**

STATE OF California)

COUNTY OF Los Angeles)

I, Sally Anne Ward, a Notary Public in and for said County, in the State aforesaid, do hereby certify that the person signing above, being first sworn by me, did state that she is Eva M. Kalawski that she is the Vice President of Assignor, and that ~~she~~ ^{he}, as such officer, being authorized so to do, executed the foregoing instrument before me for the purposes therein contained, by signing the name of the corporation by ~~himself~~ ^{herself} as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 30th day of March, 2006.



[Signature]
Notary Public

My Commission Expires:

4/7/07

**SCHEDULE A
TRADEMARKS**

	Trademark	Serial No.	Registration No.
1.	WORKABILITY (CLASS 42)	73/661,476	1,503,374
2.	WORKABILITY (CLASS 9)	73/670,463	1,478,454
3.	QUICKADMIT	73/614,376	1,433,207