

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
Blue Cross Blue Shield of Alabama		11/14/2006	CORPORATION: ALABAMA
RECEIVING PARTY DATA			
Name:	Blue Cross and Blue Shield Association		
Street Address:	225 North Michigan Avenue		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60601		
Entity Type:	CORPORATION: ILLINOIS		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77025327	TURN TO BLUE	
CORRESPONDENCE DATA			
Fax Number:	(205)254-1999		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	205-254-1179		
Email:	ebranum@maynardcooper.com		
Correspondent Name:	Emily Branum		
Address Line 1:	1901 Sixth Avenue North		
Address Line 2:	Suite 2400		
Address Line 4:	Birmingham, ALABAMA 25203		
NAME OF SUBMITTER:	Emily Branum		
Signature:	/emily branum/		
Date:	12/19/2006		

OP \$40.00 77025327

Total Attachments: 2

900065059

**TRADEMARK
 REEL: 003447 FRAME: 0497**

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of November 14, 2006, by and between **Blue Cross and Blue Shield of Alabama**, an Alabama corporation (the "Assignor"), and **Blue Cross and Blue Shield Association**, an Illinois non-profit corporation ("Assignee").

WHEREAS, Assignor owns a United States federal trademark application for, has adopted, and is using the trademark:

"TURN TO BLUE", federal serial no. 77025327 (the "Mark"); and

WHEREAS, pursuant to this Assignment, Assignor desires to assign and transfer all right, title, and interest in and to the Marks to Assignee, and Assignee desires to acquire such right, title, and interest in and to said Marks.

NOW, THEREFORE, in consideration of the foregoing premises, the sum of \$1.00 paid to Assignor in hand, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the premises and the mutual covenants and promises hereinafter contained, Assignor and Assignee hereby agree as follows:

1. Assignor, by these presents, grants, bargains, sells, assigns, conveys, transfers, and sets over to Assignee, its successors and assigns, all right, title, and interest in and to the Mark, as well as any and all goodwill associated therewith, to be held and enjoyed by said Assignee, as fully as the same would have been enjoyed by Assignor, had this Assignment not been made.
2. Assignor also assigns, transfers, and sets over to Assignee any and all causes of action, claims, demands or other rights, occasioned from or because of any and all continuing infringements of the Mark.
3. Assignor agrees that, when requested, without charge but at the expense of the Assignee, Assignor will execute all papers, documents, or instruments legally required or reasonably desirable in connection with the foregoing assignment.
4. Assignor represents, warrants, and covenants that it has full right to convey the Mark and associated rights herein assigned and transferred; that Assignor has not granted, expressly or by implication, any written or oral license to use the Mark, or authorized or knowingly permitted any other person or entity to use the same or a confusingly similar marks; that the Mark has been in continuous use by Assignor since the date Assignor adopted and began using the Mark; and that Assignor has not executed, and will not execute, any agreement in conflict with this Assignment.
5. Assignor agrees that it shall make all applications, documents, papers, affidavits, or instruments necessary in order to apply for, obtain, or maintain registration of the Mark with the appropriate registration authority in order to affect the purposes of this Assignment.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of the day and year first written above.

ATTEST:

By: _____

Name: _____

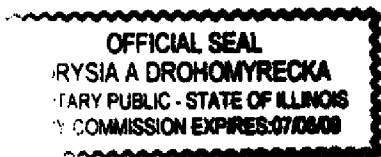
Title: _____

ATTEST:

By: Orysia A. Drohomyrecka

Name: ORYSIA A. DROHOMYRECKA

Title: Notary



Blue Cross and Blue Shield of Alabama

By: Michael Patterson

Name: Michael Patterson

Title: Vice President, Legal Services

Blue Cross and Blue Shield Association

By: Roger G. Wilson

Name: Roger G. Wilson

Title: Senior Vice President and
General Counsel