

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
CHA HMO, INC.		06/09/2008	CORPORATION: KENTUCKY
RECEIVING PARTY DATA			
Name:	Humana Inc.		
Street Address:	500 West Main Street		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40202		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2671563	CHA HEALTH	
Registration Number:	2609699	PRIMECARE	
Registration Number:	2573663		
Registration Number:	2655732	CHECKPOINT	
Registration Number:	2792583	SCRIPTSBYMAIL	
CORRESPONDENCE DATA			
Fax Number:	(502)540-2270		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	502/587-3789		
Email:	sjh2@gdm.com		
Correspondent Name:	Suzan J. Hixon		
Address Line 1:	101 South Fifth Street		
Address Line 2:	3500 National City Tower		
Address Line 4:	LOUISVILLE, KENTUCKY 40202		
ATTORNEY DOCKET NUMBER:	012650.100119		

CH \$140.00 2671563

NAME OF SUBMITTER:	Suzan J. Hixon
Signature:	/Suzan J. Hixon/
Date:	06/24/2008
Total Attachments: 3 source=HUMANA and CHA#page1.tif source=HUMANA and CHA#page2.tif source=HUMANA and CHA#page3.tif	

ASSIGNMENT

This ASSIGNMENT ("Assignment"), made and entered into as of this 9th day of June, 2008, is from **CHA HMO, INC.**, a company formed under the laws of the State of Kentucky, whose address is 300 West Vine Street, 16th Floor, Lexington, KY 40507 (hereinafter "Assignor"), to **HUMANA INC.**, a company formed under the laws of the State of Delaware, whose address is 500 West Main Street, Louisville, Kentucky 40202 (hereinafter "Assignee").

RECITALS:

A. Assignor is the sole owner of the exclusive right, title and interest in and to the trademarks and service marks (hereinafter called the "Marks") listed on Schedule "A", attached hereto and incorporated herein by reference; and,

B. Assignor desires to assign to Assignee, and Assignee desires to receive from Assignor, the entire and exclusive right, title and interest in and to the Marks together with the goodwill of the businesses symbolized by the Marks.

AGREEMENT:

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns to Assignee and its successors, assigns and nominees without any restrictions, reservations or limitations:

1. The entire and exclusive right, title and interest in and to the Marks together with the goodwill of the businesses symbolized by the Marks, including the right to register the Marks to Assignee's name throughout the world;

2. The sole right to enforce rights in said Marks with the right to sue for and recover for Assignee's own use, accrued profits or damages for any and all causes of action, claims and demands and other rights for infringements thereof, including, but not limited to, past infringements with respect to which Assignor waives any right to receive any portion thereof; and

3. Assignor covenants that Assignor has the full right to enter into this Assignment and further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to fully effect this Assignment and to permit Assignee to be duly recorded as the legal and record owner of each of the rights hereby conveyed.

IN WITNESS WHEREOF, the parties have caused this Assignment to be duly executed by their authorized officers, all as of the day and year first written above.

CHA HMO, INC

By: J. Gregory Catron
J. Gregory Catron (Name)

Title: Vice President

("Assignor")

STATE OF KENTUCKY)
) SS
COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 9 day of June, 2008, by J. Gregory Catron of CHA HMO, Inc., Assignor, who is authorized to act on behalf of said company.

My commission expires January 12, 2012
[Signature]
Notary Public

(SEAL)



Kara Burghin, Notary Public
State At Large
Kentucky
My Commission Expires January 12, 2012

ACCEPTANCE

The undersigned Assignee hereby declares that it has accepted the foregoing Assignment.

HUMANA INC.


By: [Signature]
Kathleen Pellegrino (Name)

Title: Vice President
& Acting General Counsel

("Assignee")

Schedule "A"

Schedule of Marks

MARK	App. or Reg. No.	Goods and Services
CHA HEALTH	Reg. No. 2,671,563	Administration of managed healthcare service plans and third party administration of employer self-insured health benefit plans (IC 42)
PRIMECARE	Reg. No. 2,609,699	Administration of managed healthcare service plans and third party administration of employer self-insured health benefit plans (IC 36)
	Reg. No. 2,573,663	Administration of managed healthcare service plans and third party administration of employer self-insured health benefit plans (IC 36)
CHECKPOINT	Reg. No. 2,655,732	Business information provided to healthcare providers, namely information on the existence and extent of patient insurance coverage; information clearinghouse services through which healthcare providers may verify the existence and extent of patient insurance coverage (IC 35)
SCRIPTSBYMAIL	Reg. No. 2,792,583	Mail order services in the field of pharmaceuticals (IC 35)