

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Anthem Insurance Companies, Inc.		10/23/2008	CORPORATION: INDIANA
RECEIVING PARTY DATA			
Name:	OneNation Insurance Company		
Street Address:	120 Monument Circle		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46204		
Entity Type:	Insurance Corporation: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3419670	ONENATION	
CORRESPONDENCE DATA			
Fax Number:	(317)237-1000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(317) 237-0300		
Email:	james.saul@bakerd.com, stacy.webb@bakerd.com		
Correspondent Name:	James J. Saul		
Address Line 1:	300 North Meridian Street		
Address Line 2:	Suite 2700		
Address Line 4:	Indianapolis, INDIANA 46204		
ATTORNEY DOCKET NUMBER:	WELLPOINT/SALE OF ONENATI		
NAME OF SUBMITTER:	James J. Saul		
Signature:	/James J. Saul/		
Date:	02/04/2009		

CH \$40.00 3419670

Total Attachments: 3

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment") is entered into as of October 23, 2008 ("Effective Date"), by and between Anthem Insurance Companies, Inc., an insurance company organized under the laws of the State of Indiana ("Assignor"), and OneNation Insurance Company, an insurance company organized under the laws of the State of Indiana ("Assignee").

WHEREAS, Assignor is the sole and exclusive owner of the entire right, title and interest in, to and under the trademark ONENATION, used in any form, format, style or design, as well as all goodwill and rights associated therewith, at common law or otherwise, in the United States and worldwide, including United States federal trademark registration number 3,419,670 covering the services set forth below (the "Trademark");

International Class 35 - managed care services, namely, electronic processing of health care information in the fields of accident, sickness, hospitalization, mental health, dental, vision, pharmaceuticals, prescription drugs, life and disability benefits

International Class 36 - administration of employee benefit plans, administration of pre-paid health care plans; insurance underwriting in the fields of managed care services, accident, sickness, hospitalization, mental health, dental, vision, pharmaceuticals, prescription drugs, life, disability and stop loss benefits; third party administration of health care services; insurance claims processing; insurance claims administration

International Class 44 - consulting services in the field of managed care

WHEREAS, Assignor desires to sell, transfer and assign to Assignee, and Assignee desires to acquire from Assignor, the entire right, title and interest in and to the Trademark.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably sells, assigns and transfers to Assignee and its successors, assigns and legal representatives, Assignor's entire right, title and interest, both legal and equitable, in and to the Trademark, including the goodwill of the business symbolized thereby. This Assignment includes the right to prosecute applications and maintain registrations for the Trademark and any rights of Assignor to sue for and retain past, present, and future damages and seek other remedies for past or future infringement of the Trademark that Assignor may have been able to assert against other parties regarding the foregoing before or after the Effective Date.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment, effective as of the Effective Date.

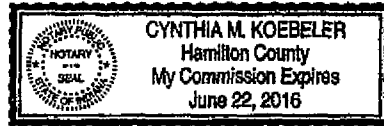
ANTHEM INSURANCE COMPANIES, INC.

By: Robert W. Hillman
Robert W. Hillman
Chairperson, President & CEO

STATE OF INDIANA)
) SS:
COUNTY OF Marion)

On this 23rd day of October, 2008, before me appeared Rob Hillman, the person who signed this instrument, who acknowledged that he/she signed it as a free act on behalf of the above-identified corporation and with authority to do so.

Cynthia M. Koebeler
Notary Public



CYNTHIA M. Koebeler
Printed

My County of Residence: Hamilton My Commission Expires: 6-22-2016

ONENATION INSURANCE COMPANY

By: _____
Kenneth R. Goulet
President and Chairperson

STATE OF _____)
) SS:
COUNTY OF _____)

On this _____ day of October, 2008, before me appeared _____, the person who signed this instrument, who acknowledged that he/she signed it as a free act on behalf of the above-identified corporation and with authority to do so.

Notary Public

Printed

My County of Residence: _____ My Commission Expires: _____

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment, effective as of the Effective Date.

ANTHEM INSURANCE COMPANIES, INC.

By: _____
Robert W. Hillman
Chairperson, President & CEO

STATE OF INDIANA)
) SS:
COUNTY OF _____)

On this ____ day of October, 2008, before me appeared _____, the person who signed this instrument, who acknowledged that he/she signed it as a free act on behalf of the above-identified corporation and with authority to do so.

Notary Public

Printed

My County of Residence: _____ My Commission Expires: _____

ONENATION INSURANCE COMPANY

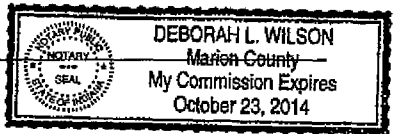
By: _____
Kenneth R. Goulet
President and Chairperson

STATE OF Indiana)
) SS:
COUNTY OF Marion)

On this 23rd day of October, 2008, before me appeared Ken Goulet the person who signed this instrument, who acknowledged that he/she signed it as a free act on behalf of the above-identified corporation and with authority to do so.

Deborah L. Wilson
Notary Public

Printed



My County of Residence: _____ My Commission Expires: _____