

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet 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 |
| CompBenefits Corporation | | 03/06/2009 | CORPORATION: DELAWARE |
| 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: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3379473 | COMPBENEFITS PRIMARYPLUS | |
| 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 | | |
| NAME OF SUBMITTER: | Suzan J. Hixon | | |
| Signature: | /Suzan J. Hixon/ | | |
| Date: | 03/16/2009 | | |

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Total Attachments: 3

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment"), made and entered into as of this 6th day of March, 2009, is from **CompBenefits Corporation**, a Delaware corporation, whose address is Suite 400, 100 Mansell Court, Roswell, Georgia 30076 (hereinafter "Assignor"), to **Humana Inc.**, a Delaware corporation, whose address is 500 Main Street, Louisville, Kentucky 40202 (hereinafter "Assignee").

RECITALS:

A. Assignor is or claims to be the sole owner of the exclusive right, title and interest in and to the trademark (hereinafter called the "Mark") as shown 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 Mark together with the goodwill of the businesses symbolized by the Mark.

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 Mark together with the goodwill of the business symbolized by the Mark, including the right to register the Mark to Assignee's name throughout the world;

2. The sole right to enforce rights in said Mark 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 effect fully this Assignment and to permit Assignee to be duly recorded as the legal and record owner of each of the rights hereby conveyed.

[The remainder of this page has been intentionally left blank.]

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.

COMPBENEFITS CORPORATION

By: *Joan O. Lenahan*
Joan O. Lenahan (Print Name)

Title: Vice President
("Assignor")

STATE OF KENTUCKY)
) SS
COUNTY OF Kentucky)

The foregoing instrument was acknowledged before me this 6th day of March, 2009, by Joan O. Lenahan, Vice President of CompBenefits Corporation, Assignor, who is authorized to act on behalf of said company.

My commission expires 9-11-2009.



Catherine Mathes, Notary Public
State at Large
Kentucky
My Commission Expires Sept. 11, 2009

Catherine Mathes
Notary Public

ACCEPTANCE


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

HUMANA INC.

By: *Kathleen Pellegino*
Kathleen Pellegino (Print Name)

Title: Vice President
("Assignee")

Schedule A

| Mark | Reg. No. or App. No. | Goods/Services |
|---|-----------------------|---|
|  <p>COMPBENEFITS PRIMARY PLUS (& Design)</p> | Reg. No. 3,379,473 | administration of managed vision care subscription plans; vision health insurance services in the nature of vision benefits; administering discount fee-for-service vision plans, pre-paid vision plans, PPO vision plans and indemnity vision plans; administration of preferred provider programs in the field of vision care (IC 36); managed vision care services (IC 44) |