

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
Humana/CompBenefits, Inc.		07/09/2009	CORPORATION: FLORIDA
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:	2241042	COMPNET	
Registration Number:	2067515	OHS ORAL HEALTH SERVICES	
Registration Number:	2446827	ULTIMATE OPTICAL LABORATORIES	
Registration Number:	2451525	UOI ULTIMATE OPTICAL INC	
Registration Number:	2193737	VISION CARE OUR FOCUS IS YOUR CARE. PLAN	
CORRESPONDENCE DATA			
Fax Number:	(502)540-2268		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	5025894200		
Email:	abb@gdm.com		
Correspondent Name:	Amy B. Berge		
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 2241042

NAME OF SUBMITTER:	Brian W. Chellgren
Signature:	/BWC/
Date:	07/21/2009
Total Attachments: 4 source=Executed Trademark Assignment from Humana-CompBenefits, Inc#page1.tif source=Executed Trademark Assignment from Humana-CompBenefits, Inc#page2.tif source=Executed Trademark Assignment from Humana-CompBenefits, Inc#page3.tif source=Executed Trademark Assignment from Humana-CompBenefits, Inc#page4.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment"), made and entered into as of this 9th day of July, 2009, is from **Humana/CompBenefits, Inc.**, a Florida corporation, whose address is 500 West Main Street, Louisville, Kentucky 40202 ("Assignor"), to **Humana Inc.**, a Delaware corporation, whose address is 500 West Main Street, Louisville, Kentucky 40202 ("Assignee").

RECITALS:

A. Assignor is or claims to be the sole owner of the exclusive right, title and interest in and to the trademarks (hereinafter called the "Marks") 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 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 business 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 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.

HUMANA/COMPBENEFITS, INC.

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

Title: Vice President and Corporate Secretary

("Assignor")

STATE OF Kentucky)

) SS

COUNTY OF Jefferson)

The foregoing instrument was acknowledged before me this 9th day of July, 2009, by Joan O. Lenahan, Vice President and Corporate Secretary of Humana/CompBenefits, Inc., 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 Pellegrino
Kathleen Pellegrino (Print Name)

Title: Vice President and Assistant Secretary

("Assignee")

Schedule A

Trademark/SN/RN	Full Goods/Services
<p>COMPNET</p> <p>SN:75-209373 RN:2,241,042</p>	<p>(Int'l Class: 42) Leasing of time to an interactive computer database in the field of information relating to contracting reduced fee dental service providers</p>
<p>OHS ORAL HEALTH SERVICES and Design</p>  <p>SN:74-562751 RN:2,067,515</p>	<p>(Int'l Class: 36) Administration of pre-paid dental provider insurance plans, third-party administration of dental claims, indemnity insurance coverage for dental care underwriting and administering insurance for dental care services</p>
<p>ULTIMATE OPTICAL</p> <p>SN:75-568311 RN:2,451,502</p>	<p>(Int'l Class: 40) Grinding and optical lenses; processing lenses, namely, grinding of ophthalmologic lenses (Int'l Class: 42) Optical laboratories</p>
<p>ULTIMATE OPTICAL LABORATORIES and Design</p>  <p>SN:75-581658 RN:2,446,827</p>	<p>(Int'l Class: 40) Grinding and optical lenses; processing lenses, namely, grinding of ophthalmologic lenses (Int'l Class: 42) Optical laboratories</p>
<p>UOI ULTIMATE OPTICAL INC and Design</p>  <p>SN:75-581667 RN:2,451,525</p>	<p>(Int'l Class: 40) Grinding and optical lenses; processing lenses, namely, grinding of ophthalmologic lenses (Int'l Class: 42) Optical laboratories</p>
<p>VISION CARE OUR FOCUS IS YOUR CARE. PLAN and Design</p> 	<p>(Int'l Class: 35) Cost management of prepaid vision health benefit plans of others (Int'l Class: 36) Administration and organization of prepaid vision health plans for employees, unions, unions, and group plans for corporations (Int'l Class: 42) Health care services in the nature of an eyecare maintenance organization</p>

Trademark/SN/RN	Full Goods/Services
SN:75-350674 RN:2,193,737	