

TRADEMARK ASSIGNMENT

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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
Kanawha Insurance Company		07/09/2009	CORPORATION: SOUTH CAROLINA
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:	2592823	CRITICALIFE	
Registration Number:	3145337	KANAWHA INSURANCE COMPANY	
Registration Number:	2966999	SYNERGIS	
Registration Number:	3181264	UNIQ BENEFIT SOLUTIONS	
Registration Number:	2858407	UNIQ BENEFIT SOLUTIONS	
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		

CH \$140.00 2592823

ATTORNEY DOCKET NUMBER:	012650.100119
NAME OF SUBMITTER:	Brian W. Chellgren
Signature:	/BWC/
Date:	07/21/2009
Total Attachments: 3 source=Trademark Assignment from Kanawha Insurance Company#page1.tif source=Trademark Assignment from Kanawha Insurance Company#page2.tif source=Trademark Assignment from Kanawha Insurance Company#page3.tif	

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment"), made and entered into as of this 9th day of JULY, 2009, is from **Kanawha Insurance Company**, a South Carolina corporation, whose address is 210 South White Street, P.O. Box 610, Lancaster, South Carolina 29721-0610 (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 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.

KANAWHA INSURANCE COMPANY

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 Kanawha Insurance Company, 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
CRITICALIFE SN:76-182240 RN:2,592,823	(Int'l Class: 36) Underwriting life insurance
KANAWHA INSURANCE COMPANY KANAWHA INSURANCE COMPANY SN:78-735884 RN:3,145,337	(Int'l Class: 36) Insurance administration; insurance agency and brokerage; insurance underwriting services for all types of insurance
SYNERGIS and Design  SN:78-422874 RN:2,966,999	(Int'l Class: 36) Underwriting of insurance
UNIQ BENEFIT SOLUTIONS SN:76-351209 RN:3,181,264	(Int'l Class: 36) Insurance services, namely, underwriting life, health, accident and disability insurance (Int'l Class: 35) Business marketing consulting services in the insurance industry
UNIQ BENEFIT SOLUTIONS and Design  SN:76-351210 RN:2,858,407	(Int'l Class: 36) Insurance services, namely, underwriting life, health, accident and disability insurance (Int'l Class: 35) Business marketing consulting services in the insurance industry