

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
KMG America Corporation		07/09/2009	CORPORATION: VIRGINIA
<b>RECEIVING PARTY DATA</b>			
Name:	Humana Inc.		
Street Address:	500 West Main Street		
City:	Louisville		
State/Country:	KENTUCKY		
Postal Code:	40202		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
Property Type	Number	Word Mark	
Registration Number:	3343847	KMG AMERICA	
Registration Number:	3343848	KMG AMERICA	
<b>CORRESPONDENCE DATA</b>			
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		
NAME OF SUBMITTER:	Brian W. Chellgren		
Signature:	/BWC/		

CH \$65.00 3343847

Date:

07/21/2009

**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment"), made and entered into as of this 9th day of July, 2009, is from **KMG America Corporation**, a Virginia corporation, whose address is Suite 150, 12600 Whitewater Drive, Minnetonka, Minnesota 55343 (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.

**KMG AMERICA CORPORATION**

By: [Signature]  
Ralph M. Wilson (Print Name)

Title: Vice President

("Assignor")

STATE OF Kentucky )

) SS

COUNTY OF Jefferson )

The foregoing instrument was acknowledged before me this 9th day of July, 2009, by Ralph M. Wilson, Vice President of KMG America Corporation, Assignor, who is authorized to act on behalf of said company.

My commission expires July 14 2012.



Sarah E. Rowland, Notary Public  
State at Large  
Kentucky  
My Commission Expires July 14, 2012

[Signature]  
Notary Public

**ACCEPTANCE**

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

**HUMANA INC.**

By: [Signature]  
Kathleen Pellegrino (Print Name)

Title: Vice President and Assistant Secretary

("Assignee")

Schedule A

Trademark/SN/RN	Full Goods/Services
<p>KMG AMERICA</p> <p><b>KMG AMERICA</b></p> <p>SN:78-743897 RN:3,343,847</p>	<p>(Int'l Class: 36) Insurance administration; insurance agency and brokerage; insurance underwriting services for all types of insurance</p>
<p>KMG AMERICA (Stylized)</p> <p><b>KMG AMERICA</b></p> <p>SN:78-743904 RN:3,343,848</p>	<p>(Int'l Class: 36) Insurance administration; insurance agency and brokerage; insurance underwriting services for all types of insurance</p>