

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
American Fidelity Assurance Company		11/02/2010	CORPORATION: OKLAHOMA
RECEIVING PARTY DATA			
Name:	Group Health Cooperative		
Street Address:	320 Westlake Avenue N., Suite 100		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98109		
Entity Type:	Non-profit Corporation: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3131319	GROUP HEALTH SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	(206)464-1496		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(206) 626-6000		
Email:	trademarks@stokeslaw.com		
Correspondent Name:	Leslie C. Ruitter, Esq.		
Address Line 1:	800 Fifth Avenue, Suite 4000		
Address Line 4:	Seattle, WASHINGTON 98104		
ATTORNEY DOCKET NUMBER:	07042-104		
NAME OF SUBMITTER:	Leslie C. Ruitter, WSBA No. 28090		
Signature:	/Leslie C. Ruitter/		
Date:	11/08/2010		

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TRADEMARK
 REEL: 004411 FRAME: 0316

Total Attachments: 2

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SETTLEMENT & ASSIGNMENT OF TRADEMARK

WHEREAS, American Fidelity Assurance Company ("American Fidelity"), an Oklahoma corporation, having its principal offices at 2000 North Classen Blvd, Oklahoma City, OK 73106, wishes to transfer U.S. Trademark Registration No. 3,131,319 for GROUP HEALTH SOLUTIONS (the "Mark"), as well as any and all common law rights American Fidelity may possess in the Mark.

WHEREAS, Group Health Cooperative ("Group Health"), a Washington non-profit corporation, is desirous of acquiring all rights in and to said Mark and the registration therefore.

NOW, THEREFORE, in consideration of the sum of \$ [REDACTED] and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. American Fidelity hereby assigns to Group Health all right, title and interest in and to the GROUP HEALTH SOLUTIONS trademark, including American Fidelity's existing common law rights in said Mark, if any, as well as the identified registration for the Mark, together with the goodwill of the business symbolized by the Mark.

2. Group Health waives, releases, and forever discharges American Fidelity from and against all claims and causes of action of any kind for infringement or any other actions related to American Fidelity's use, prior to the date of this Agreement, of the Mark.

Signed at Seattle, WA this 18th day of OCT., 2010.

GROUP HEALTH COOPERATIVE

By: [Signature]
Print Name: Rick D. Woods
Title: SECRETARY

AMERICAN FIDELITY ASSURANCE COMPANY

By: _____
Print Name: _____
Title: _____

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2. Group Health waives, releases, and forever discharges American Fidelity from and against all claims and causes of action of any kind for infringement or any other actions related to American Fidelity's use, prior to the date of this Agreement, of the Mark.

Signed at OKC, OK this 2 day of Nov, 2010.

GROUP HEALTH COOPERATIVE

By: _____
Print Name:
Title:

AMERICAN FIDELITY ASSURANCE COMPANY

By: Amanda Martinez
Print Name: Amanda Martinez
Title: Asst. Vice President