

## 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        |
|   | Medicity, Inc.                               |          | 12/31/2011            |
|   |  |          | Entity Type           |
|   |  |          | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA  |  |          |                       |
| Name:   | Aetna Inc.                                   |          |                       |
| Street Address:   | 980 Jolly Road                               |          |                       |
| Internal Address:   | RW61   |          |                       |
| City:   | Blue Bell                                    |          |                       |
| State/Country:  | PENNSYLVANIA                                 |          |                       |
| Postal Code:  | 19422  |          |                       |
| Entity Type:  | CORPORATION: PENNSYLVANIA                    |          |                       |
| PROPERTY NUMBERS Total: 1   |  |          |                       |
|   | Property Type                                | Number   | Word Mark             |
|   | Registration Number:                         | 3822463  | CAREPASS              |
| CORRESPONDENCE DATA   |  |          |                       |
| Fax Number:   | (860)273-6939                                |          |                       |
| Phone:  | 860-273-7371                                 |          |                       |
| Email:  | chandrar2@aetna.com                          |          |                       |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> |  |          |                       |
| Correspondent Name:   | Rashmi Chandra                               |          |                       |
| Address Line 1:   | 980 Jolly Road                               |          |                       |
| Address Line 2:   | RW61   |          |                       |
| Address Line 4:   | Blue Bell, PENNSYLVANIA 19422                |          |                       |
| NAME OF SUBMITTER:  | Judy H. Jones                                |          |                       |
| Signature:  | /judy h jones/                               |          |                       |
| Date:   | 03/14/2012                                   |          |                       |
| Total Attachments: 3<br>source=[Untitled]#page1.tif<br>source=[Untitled]#page2.tif<br>source=[Untitled]#page3.tif     |  |          |                       |

OP \$40.00 3822463

## TRADEMARK ASSIGNMENT AGREEMENT

**THIS TRADEMARK ASSIGNMENT AGREEMENT** (this "Assignment") is made effective as of the 31st day of December 2011 by and between Medicity, Inc., a Delaware corporation, having a place of business at The Medicity Building, 56 East Broadway, Suite 100, Salt Lake City, UT 84111 ("Assignor"), and Aetna Inc., a Pennsylvania corporation, having a registered address at 980 Jolly Road, Blue Bell, PA 19422 ("Assignee").

**WHEREAS**, Assignor is the owner of all right, title and interest in and to the registered and unregistered trademarks, service marks and logos set forth in **Schedule A** attached hereto, including all goodwill associated therewith, and all applications, registrations and renewals in connection therewith (collectively, the "Trademarks"); and

**WHEREAS**, Assignor and Assignee desire to enter into this Assignment to effect the transfer of the Trademarks to Assignee.

**NOW, THEREFORE**, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor, for itself and its Affiliates, does hereby sell, assign and transfer to Assignee all of Assignor's and its Affiliates' right, title and interest in, to and under the Trademarks, including all rights to sue for and to receive and recover all profits and damages arising out of infringement of the Trademarks prior to the date hereof.

**FURTHERMORE**, Assignor shall execute and deliver to Assignee such additional documents as may be reasonably necessary to give full effect to the assignment and transfer of the rights, title and interest in, to and under the Trademarks hereunder, provided that Assignee shall be solely responsible at its own expense for all recordings of the assignment and transfer with the United States Patent and Trademark Office, the International Bureau of the World Intellectual Property Organization and/or other appropriate government offices.

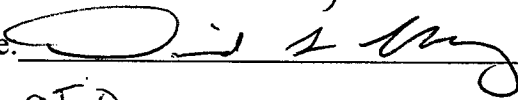
No supplement, modification or amendment of this Assignment shall be binding unless executed in writing by the parties charged thereto.

This Assignment shall be binding upon the successors and assigns of Assignor and Assignee. This Assignment shall be governed by, interpreted under, and construed and enforced in accordance with the laws of the State of Delaware, without regard to the conflict of laws principles thereof. This Assignment may be executed and delivered (including by facsimile or other electronic transmission) in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

*[Signature page follows.]*

IN WITNESS HEREOF, the parties hereto have executed this Assignment as of the date first written above.

MEDICITY, INC.

By: David L. Urry  
Name:   
Title: CFO

AETNA INC.

By: Martha L. Wofford  
Name: Martha L Wofford  
Title: Head of Consumer Platform, LEC

**SCHEDULE A**

**TRADEMARKS**

| Trademark | Country/Region | Registration No. | Class         |
|-----------|----------------|------------------|---------------|
| CAREPASS  | USA            | 3822463          | 9, 42         |
| CAREPASS  | EU / CTM       | 007417521        | 9, 42, 44     |
| CAREPASS  | Switzerland    | 605014           | 9, 38, 41, 42 |