

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT		
EFFECTIVE DATE:	06/15/2011		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Universal American Financial Services, Inc.		03/26/2012	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	Universal American Corp.		
Street Address:	6 International Drive		
City:	Rye Brook		
State/Country:	NEW YORK		
Postal Code:	10573		
Entity Type:	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	2505064	NURSE NAVIGATOR	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(617)443-0004		
Phone:	617-443-9292		
Email:	trademarks@sunsteinlaw.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:	Peter J. Karol		
Address Line 1:	125 Summer Street		
Address Line 2:	Sunstein Kann Murphy & Timbers LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110-1618		
ATTORNEY DOCKET NUMBER:	3532/206		
NAME OF SUBMITTER:	Peter J. Karol		

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Signature:	/peter j. karol/
Date:	03/29/2012
Total Attachments: 3 source=3532206#page1.tif source=3532206#page2.tif source=3532206#page3.tif	

## CONFIRMATORY TRADEMARK ASSIGNMENT

THIS CONFIRMATORY TRADEMARK ASSIGNMENT (the "Assignment"), effective as of the 15th day of June 2011 (the "Effective Date"), is made by and between Universal American Financial Services, Inc., a corporation organized under the laws of Delaware, with its principal place of business at 6 International Drive, Rye Brook, New York 10573-1068 (the "Assignor"), and Universal American Corp., a corporation organized under the laws of New York, with its principal place of business at 6 International Drive, Rye Brook, New York 10573 (the "Assignee").

In consideration of the value received and the mutual covenants of the parties, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

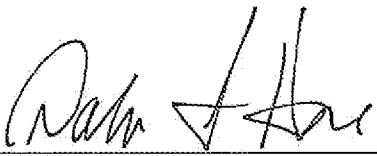
1. Background. On or about June 15, 2011, Assignor assigned U.S. Registration No. 2,505,064 for the NURSE NAVIGATOR trademark ("Trademark"), together with the goodwill associated therewith, to the Assignee. Assignor now confirms its assignment of the Trademark to Assignee and Assignee confirms that it accepted such assignment on the terms and conditions set forth in this Assignment.
2. Grant. Assignor has sold, assigned, and transferred, to Assignee, its successors and assigns, the entire right, title, and interest in, to, and under the Trademark, including all common law rights, trademark applications, registrations, and renewals, and the right to sue for past, present and future infringement, together with the goodwill symbolized by the Trademark. If Assignor's prior assignment is, for any reason, ineffective, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, the entire right, title, and interest in, to, and under the Trademark, including all common law rights, trademark applications, registrations, and

renewals, and the right to sue for past, present and future infringement, together with the goodwill symbolized by the Trademark.

3. Further Acts / Recordal. Assignor further covenants with Assignee to execute when requested such additional assignments, instruments and documents as may reasonably be necessary to effectuate this Assignment and to enable the Assignee to record the Assignment in the territories concerned, including recordations of assignment of trademark suitable for filing with the United States Patent and Trademark Office and equivalent foreign agencies. To the extent required under applicable law or otherwise necessary, Assignor herewith authorizes Assignee to apply for the recordal of the assignment of the Trademark and to request the trademark offices in the territories concerned to issue to the Assignee any and all documents covering the Trademark.

IN WITNESS WHEREOF, Assignor has caused this Confirmatory Trademark Assignment to be executed as of the Effective Date.

UNIVERSAL AMERICAN FINANCIAL SERVICES, INC.

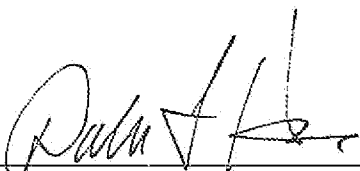
By:   
Name:  
Title:

Date: MARCH 26, 2012

DECLARATION OF ACCEPTANCE

The above named Assignee, Universal American Corp., hereby declares that with effect from the 15th day of June 2011, it accepts the Trademark, including all goodwill of the business symbolized by such Trademark including all rights to recover past, present and future damages for infringement, assigned to it by Assignor, Universal American Financial Services, Inc., pursuant to the foregoing Confirmatory Trademark Assignment.

UNIVERSAL AMERICAN CORP.

By:   
Name:  
Title:

Date: MARCH 26, 2012

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