

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM345234

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Independence Hospital Indemnity Plan, Inc.		06/18/2015	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Independence Blue Cross, LLC		
Street Address:	1901 Market St.		
City:	Philadelphia		
State/Country:	PENNSYLVANIA		
Postal Code:	19103		
Entity Type:	LIMITED LIABILITY COMPANY: PENNSYLVANIA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4592115	AMERIHEALTH CARITAS	
CORRESPONDENCE DATA			
Fax Number:	2027393001		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	202-739-3000		
Email:	jennifer.evans@morganlewis.com		
Correspondent Name:	Morgan, Lewis & Bockius LLP		
Address Line 1:	1111 Pennsylvania Avenue, NW		
Address Line 4:	Washington, D.C. 20004		
ATTORNEY DOCKET NUMBER:	002157-1986		
NAME OF SUBMITTER:	Jennifer C. Evans		
SIGNATURE:	/jce/		
DATE SIGNED:	06/19/2015		
Total Attachments: 1 source=trademark#page1.tif			

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TRADEMARK ASSIGNMENT

Independence Hospital Indemnity Plan, Inc., a Pennsylvania corporation with an address at 1901 Market Street, Philadelphia, PA 19103 ("Assignor") and Independence Blue Cross, LLC, a Pennsylvania limited liability company with an address at 1901 Market St, Philadelphia, PA 19103 ("Assignee"), enter into this Trademark Assignment (this "Assignment") as of June 18, 2015 (the "Effective Date").

Introduction

A. Assignor owns the trademark (and corresponding U.S. trademark registration) set forth below (the "Mark"):



(Reg. No. 4592115)

B. Assignee desires to acquire all of Assignor's right, title, and interest in and to the Mark (including any and all goodwill associated with the Mark, and the right to sue to recover damages for any past and future infringement thereof).

NOW, THEREFORE, for good and valuable consideration, the receipt, sufficiency, and adequacy of which are hereby acknowledged:

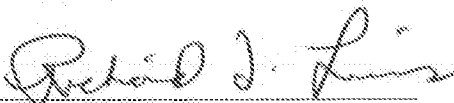
Terms

1. Assignor does hereby sell, assign, transfer and convey to Assignee, its successors, and assigns, absolutely and forever, (1) Assignor's entire right, title and interest, in and to the Mark, in the United States and all countries throughout the world, together with the goodwill arising out of or in any way associated with the Mark, and (2) its entire right to bring actions for the enforcement of the Mark, including but not limited to, the right to sue for and recover damages for any past and future infringement of the Mark.

2. Assignor does hereby covenant and agree to execute, for no additional consideration, such further documents and do such other acts as may be necessary and proper to vest full title in and to the Mark in the Assignee or which may be necessary to obtain, renew, issue or enforce the Mark.

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

Independence Hospital Indemnity Plan, Inc.

By: 

Name: Richard F. Levins, Esq.

Title: Vice President, Deputy General Counsel, and
General Counsel - PA Markets