

12-01-1998

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027



U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

100911683

WRD  
11-19-98

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

#### Conveyance Type

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger  Effective Date  
Month Day Year
- Change of Name
- Other

#### Conveying Party

Mark if additional names of conveying parties attached

Name  Execution Date  
Month Day Year

Formerly

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization

#### Receiving Party

Mark if additional names of receiving parties attached

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Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

- Individual  General Partnership  Limited Partnership  Association
- Corporation
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 1820 FRAME: 0825

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**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

Enter the total number of pages of the attached conveyance document including any attachments. #

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

**Number of Properties**

Enter the total number of properties involved. #

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed  Deposit Account

**Deposit Account**

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

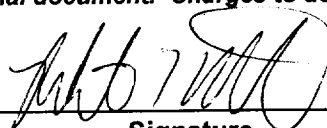
Authorization to charge additional fees: Yes  No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Robert E. Rosenthal, Esquire

Name of Person Signing



Signature

November 16, 1998

Date Signed

## ASSIGNMENT

The undersigned, Resolve Health Benefits, Inc., a Virginia Corporation, with its principal place of business located at 7335 Lee Highway, Radford, Virginia 24143 (the "Assignor"), hereby transfers and assigns to Biological & Popular Culture, Inc., a Delaware Corporation, with its principal place of business located at 7335 Lee Highway, Radford, Virginia 24143 (the "Assignee"), all right, title, and interest in and to the mark described below:

<u>TRADEMARK</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
QUESTON	75/135,680	July 17, 1996

and the goodwill of the business associated therewith and the portion of the business of Assignor relating to the above-identified mark (collectively, the "Mark").

For good and valuable consideration by Assignee, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby assign unto the Assignee all of its right, title, and interest in and to the Mark, free and clear of all liens and encumbrances, together with all of the goodwill of the business associated with and symbolized by such Mark, the application and registration thereof and therefor, and any rights of the Assignor to sue any third parties for any past infringement of or to the Mark, for the use and behoof of Assignee and its successors, assigns or other legal representative and to prosecute such application and registration in the United States Patent and Trademark Office.

After the execution of this Trademark Assignment, at the request of the Assignee and at the Assignee's expense, but without additional consideration to the Assignor, the Assignor will execute and deliver to the Assignee from time to time such further instruments of conveyance, transfer, and assignment and other documents, and will take such other actions, as the Assignee may reasonably require to convey and deliver more effectively to the Assignee the Mark, to perfect the Assignee's title thereto, and otherwise to accomplish the orderly transfer to the Assignee of the Mark and to give full effect to this Trademark Assignment.

This Trademark Assignment is binding on the Assignor and its respective successors and assigns, and inures to the benefit of the Assignee and its successors and assigns.

In witness whereof, intending to be legally bound hereby, the Assignor has duly executed this Trademark Assignment.

RESOLVE HEALTH BENEFITS, INC.

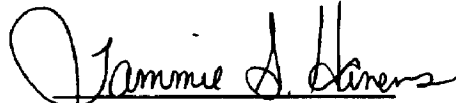
Dated: 6/29/98

  
\_\_\_\_\_

By: Marcus Smith  
Title: Senior Vice President and General Counsel

This 29 day of June, 1998, before me personally came the before-mentioned Marcus Smith, known as the individual who executed the foregoing Assignment, who acknowledged to me that he executed the same of his own free will for the purposes and consideration therein expressed, and in the capacity therein set forth.

Witness my hand and Notarial seal the day and year immediately above-written.

  
\_\_\_\_\_  
Notary Public

(SEAL)

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