

10-22-2001

7-26-01



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REI 101872115 ET  
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  
Effective Date  
Month Day Year  
\_\_\_\_\_

Merger

Change of Name

Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached

Name Group Health Plan, Inc. Execution Date  
Month Day Year  
08 01 2000

Formerly \_\_\_\_\_

Individual  General Partnership  Limited Partnership  Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Missouri

Receiving

Mark if additional names of receiving parties

Name Care Management Resources, Inc., d/b/a Magellan Specialty Health

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 6950 Columbia Gateway Drive

Address (line 2) Suite 400

Address (line 3) Columbia MD 21046  
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  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.)

Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Delaware

08/01/2001 TBIAZ1 00000055 75615889  
01 FC1481 40.00 DP

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Mail documents to be recorded with required cover sheet(s) information to:  
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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)**

<input type="text" value="75615889"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

**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.

Elisa P. Rosen, Esq.

Name of Person Signing

Signature

7/29/01

Date Signed

**ASSET PURCHASE AGREEMENT**

THIS ASSET PURCHASE AGREEMENT (together with all Exhibits and other documents and instruments incorporated herein by reference, the "Agreement") is made as of August 1, 2000, by and between Group Health Plan, Inc. ("GHP"), and Care Management Resources, Inc., d/b/a Magellan Specialty Health ("Magellan").

**Summary of Transaction**

WHEREAS, GHP is an affiliate of Coventry Health Care, Inc. ("Coventry"), and has a medical call center business (the "Business") pursuant to which GHP provides medical call center services to its own members, to other affiliates of Coventry and to unrelated third parties;

WHEREAS, Coventry and Magellan have entered into a Nurse Advice Line Agreement effective January 28, 2000 (the "Nurse Advice Line Agreement"), pursuant to which Magellan provides medical call center services to certain affiliates of Coventry;

WHEREAS, Coventry and Magellan desire to expand the relationship under the Nurse Advice Line Agreement so that in addition to the services currently provided under the Agreement, Magellan will provide certain medical call center services currently provided by GHP;

WHEREAS, in connection with the foregoing GHP desires to transfer to Magellan, and Magellan desires to acquire from GHP, certain assets and employees related to the Business; and

WHEREAS, the parties are simultaneously entering into this Agreement, a First Amendment to the Nurse Advice Line Agreement, and a Sub-Lease.

NOW, THEREFORE, for and in consideration of the premises, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto agree as follows:

1. **Purchased Assets.** Subject to the terms and conditions set forth in this Agreement and on the basis of and in reliance upon the covenants and other obligations set forth in this Agreement, GHP hereby sells, conveys, transfers, assigns and delivers to Magellan, and Magellan purchases from GHP all of the following assets, properties and rights (the "Purchased Assets"), free and clear of all encumbrances:

(a) all office equipment and all of the furniture, fixtures and other tangible personal property listed on Schedule 1(a) attached hereto;



(b) Subject to Section 11 below, all telephone numbers, facsimile numbers, e-mail addresses and the like used primarily in the conduct of the Business

(c) Subject to Section 11 below, all trademarks, service marks, trade names and other intellectual property used primarily in the conduct of the Business (including without limitation the service mark "NurseAccess");

(d) to the extent the Purchased Assets are in the name of GHP and are assignable without cost or the consent of any third party, all permits, provider numbers, certificates, licenses, franchises and authorizations and all consents, approvals, notices, filings, recordings, registrations, qualifications and similar rights (and all applications therefor), obtained from any person or entity or any federal, state or local government or any agency, department, division or other subdivision of any such government or any federal, state, municipal or local court (each, an "Authority" or, collectively, the "Authorities"), pertaining in any way directly or indirectly to the Business or the conduct, ownership or operation thereof (collectively, the "Permits"); and

(e) subject to the provisions of any applicable law, regulation, rule, ordinance, injunction, or order, copies of all books, records and other information, data and documentation of GHP related to the Business, any of the Purchased Assets or the conduct, ownership or operation thereof.

2. Retained Assets. GHP shall retain all of its right, title and interest in and to, and shall exclude from the sale, conveyance, assignment and transfer to Magellan, any and all assets that are not expressly designated above as Purchased Assets.

3. Retained Liabilities. Magellan shall not assume or agree to perform and discharge any liabilities or obligations of GHP, including without limitation those related to the Business, regardless of whether any such liabilities or obligations are disclosed in this Agreement. GHP shall retain all liabilities and obligations of GHP (whether such liabilities are known or unknown, liquidated or unliquidated, contingent or fixed) (collectively the "Retained Liabilities"). Magellan shall assume all liabilities and obligations related to the Purchased Assets (such as the payment of bills related to the transferred telephone numbers) to the extent such liabilities and obligations relate to periods occurring on or after the date of this Agreement.

4. Purchase Price. Subject to the terms and conditions contained herein, Magellan shall pay to GHP an aggregate purchase price for the Purchased Assets in an amount equal to [REDACTED] (the "Purchase Price").

#### 5. Employment Matters.

(a) Offer of Employment. As of the date of this Agreement, Magellan shall offer employment to those employees of GHP listed on Schedule 5 attached hereto (the "Transferred Employees"), provided however that nothing in this Agreement requires Magellan to employ any such Transferred Employee for any period of time after the date hereof.

16. Counterparts: Fax Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Agreement. Any signature page of any such counterpart, or any electronic facsimile thereof, may be attached or appended to any other counterpart to complete a fully executed counterpart of this Agreement, and any telecopy or other facsimile transmission of any signature shall be deemed an original and shall bind such party.

17. Entire Agreement. This Agreement, together with all Exhibits, Appendices and Schedules to this Agreement (all of which are incorporated herein by this reference), contains the entire agreement and understanding concerning the subject matter hereof between the parties and specifically supersedes any other agreement or understanding among the parties related to the subject matter hereof.

\* \* \*

IN WITNESS WHEREOF, the undersigned have caused their respective duly authorized representatives to execute this Agreement as of the day and year first above written.

GROUP HEALTH PLAN, INC.

By: *Dawnia C. Lane*  
Name: DAWNIA C. LANE  
Title: PRESIDENT / CEO

CARE MANAGEMENT RESOURCES, INC.  
d/b/a MAGELLAN SPECIALTY HEALTH

By: *Clarissa C. Marquis*  
Name: Clarissa C. Marquis  
Title: President

Response due 10/31/01.



**UNITED STATES DEPARTMENT OF COMMERCE**  
**Patent and Trademark Office**  
ASSISTANT SECRETARY AND COMMISSIONER  
OF PATENTS AND TRADEMARKS  
Washington, D.C. 20231

OCTOBER 01, 2001

PTAS

DOW, LOHNES & ALBERTSON, PLLC  
ELISA P. ROSEN, ESQ.  
1200 NEW HAMPSHIRE AVENUE, N.W.  
SUITE 800  
WASHINGTON, DC 20036-6801



\*101794719A\*

**UNITED STATES PATENT AND TRADEMARK OFFICE**  
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DOCUMENT ID NO.: 101794719

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1. THE DOCUMENT SUBMITTED FOR RECORDING IS NOT ACCEPTABLE. THE EXECUTION DATE OF THE ASSIGNMENT DOCUMENT IS AFTER THE PATENT AND TRADEMARK OFFICE MAIL ROOM DATE.

SHARON LATIMER, EXAMINER  
ASSIGNMENT DIVISION  
OFFICE OF PUBLIC RECORDS

RECORDED: 07/26/2001

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