

05-31-2002



Tab settings

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To the honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
S.T.A.R. Human Resources Group, Inc. 5-16-02

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

2. Name and address of receiving party(ies)
Name: UICI
Internal Address: _____
Address: _____
Street Address: 4001 McEwen Drive, Suite 200
City: Dallas State: TX Zip: 75244

Additional name(s) of conveying party(ies) attached? Yes No

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Delaware
 Other _____

3. Nature of conveyance
 Assignment Merger
 Security Agreement Change of Name
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

Execution Date: Effective February 28, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,674,514 1,678,803
2,242,386 2,529,468

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Alan N. Greenspan, Esq.

Internal Address: Jackson Walker L.L.P.

Street Address: 901 Main Street, Suite 6000

City: Dallas State: TX Zip: 75202

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41) \$ 115.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Robert B. Vlach

4-29-02

Signature

Date

05/30/2002 DBYRNE 000001831674514
01 FC:48
02 FC:482

The number of pages including cover sheet, attachments, and document: 4

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

3133745

TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT (the "Assignment") is made and entered into as of this day of February 28, 2002 by and between The S.T.A.R Human Resource Group, Inc., an Arizona corporation ("Assignor"), and UICI, a Delaware corporation ("Assignee").

WHEREAS, pursuant to a Stock Purchase Agreement between Assignee and Assignor, of even date herewith (the "Agreement"), Assignor has agreed to assign and Assignee has agreed to acquire all intellectual property rights relating to the STAR Business (as such term is defined in the Agreement), including, without limitation service marks and trademarks and all goodwill associated therewith (such service marks and trademarks, including those defined as "Trademarks" (as defined below) are referred to in this Assignment as the "Marks") and internet domain name registrations utilized by the Assignor in the STAR Business (the "Domain Names"). The Marks relating to the STAR Business for which a trademark registration has issued or a trademark application has been submitted to the United States Patent and Trademark Office or any other governmental body with the power and authority to register trademarks are listed on Schedule A attached to this Assignment (the "Trademarks"). The Domain Names relating to STAR Business for which the Assignor has obtained registration are listed on Schedule B;

WHEREAS, Assignor is the sole and exclusive owner in and to the Marks and the Domain Names; and

WHEREAS, Assignee wishes to acquire all right, title and interest in and to the Marks and the Domain Names together with the goodwill of the business in connection with which the Marks and the Domain Names are used.

ASSIGNMENT

NOW, THEREFORE, for good and valuable consideration paid by Assignee, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably assigns to Assignee all right, title and interest in and to the Marks and the Domain Names together with the goodwill of the business in connection with which the Marks and the Domain Names are used, and all registrations and trademark applications therefor, in the United States, its territories and possessions and throughout the world as well as renewals and extensions of the registrations that are or may be secured under the laws of the United States, its territories and possessions and throughout the world, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment had not been made, together with all income, royalties, damages or payments due or payable as of the date hereof or thereafter, including without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks and/or Domain Names, with the right to sue for damages, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks of the United States of America to record Assignee as owner of the Trademark and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

The S.T.A.R. Human Resource Group, Inc., an Arizona corporation

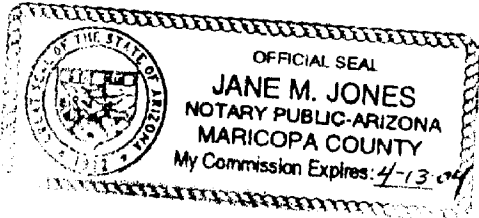
By: Timothy L. Cook

Timothy L. Cook

Its: President

STATE OF ARIZONA)
)SS.
COUNTY OF Maricopa)

On this 16 day of April, 2002 before me appeared Timothy Cook, personally known to me, who acknowledged that he signed the foregoing Assignment as his voluntary act and deed on his own behalf and with full authority of The S.T.A.R. Human Resource Group, Inc., an Arizona corporation.



Jane M. Jones
Notary Public

My Commission Expires: 4-13-04

SCHEDULE A

Marks:

STARBRIDGE

Starbridge (logo)

Star Human Resources Group, Inc. (logo)

Fundamental Care (logo)

PRODRIVERS CHOICE

U.S. Trademark Registrations:

<u>Mark</u>	<u>U.S. Registration No.</u>	<u>Registration Date</u>
STARBRIDGE	1,674,514	February 4, 1992 (Renewal filed August 2001)
Starbridge (Logo)	1,678,803	March 10, 1992 (Renewal filed August 2001)
Star Human Resources Group, Inc. (Logo)	1,722,400	October 6, 1992
Fundamental Care (Logo)	2,242,386	May 4, 1999
PRODRIVERS CHOICE	2,529,468	January 15, 2002

SCHEDULE B

<u>Domain Name</u>	<u>Registration Date</u>
INSUREPERSONALPROPERTY.COM	June 4, 1999
STARBASIC.COM	November 2, 2000
PRODRIVERSCHOICE.COM	November 24, 1999
FUNDAMENTALCARE.COM	May 25, 1999
FUNDAMENTALCARE.NET	May 25, 1999
STARHRG	November 19, 1996
STARBRIDGE.COM	March 12, 1999
STAR-BRIDGE.COM	November 18, 1996
STARBRIDGE-ENROLLMENT.COM	July 30, 2001
STARBRIDGEENROLLMENT.COM	July 30, 2001
STARBRIDGE-ENROLLMENT.NET	July 30, 2001
STARBRIDGEENROLLMENT.NET	July 30, 2001