

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE  
United States Patent and Trademark Office

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

**1. Name of conveying party(ies)/Execution Date(s):**

Coventry Health Care, Inc.

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

Citizenship (see guidelines) \_\_\_\_\_

Execution Date(s) 12.15.03

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance:**

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: WellPath Select Holding Company, Inc

Internal

Address: Suite 200

Street Address: 2801 Slater Road

City: Morrisville

State: North Carolina

Country: USA Zip: 27560

- Association Citizenship \_\_\_\_\_
- General Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship North Carolina
- Other Citizenship \_\_\_\_\_

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)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s)

N/A

B. Trademark Registration No.(s)

See Attachment A

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

See Attachment A

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

Name: Philip D. Mitchell

Internal Address: Epstein Becker & Green

Street Address: 250 Park Avenue

City: New York

State: NY Zip: 10177

Phone Number: 212-351-4620/973-639-8297

Fax Number: 973-639-8939

Email Address: pmitchell@ebglaw.com

**6. Total number of applications and registrations involved:**

5

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$140.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers 3006

Expiration Date 1/08

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Philip D. Mitchell  
Signature

Philip D. Mitchell

Name of Person Signing

January 11, 2005

Date

Total number of pages including cover sheet, attachments, and document: 9

Documents to be recorded (including cover sheet) should be faxed to (703) 305-5995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$140.00 2133123

**ATTACHMENT A**  
**TO TRADEMARK RECORDATION COVER SHEET OF**  
**COVENTRY HEALTH CARE, INC.**  
**DATED JANUARY 11, 2005**

**Registration Number**

**Identification/Description of Mark**

2,133,123

WELLPATH COMMUNITY HEALTH PLANS

2,172,777

WELLPATH SELECT

2,182,714

ITS THAT SIMPLE

2,325,313

Sun Design

2,376,512

WELLPATH 65

## CONTRIBUTION OF ASSETS AND LIABILITIES

This Contribution of Assets and Liabilities (the "Agreement") is made and entered into as of the 15 day of December, 2003 between Coventry Health Care, Inc. ("CHC") a Delaware corporation, and WellPath Select Holding Company, Inc. ("WSHC") a North Carolina corporation (collectively, CHC and WSHC may be referred to as the "Parties", or individually, as "Party").

WHEREAS, pursuant to the Agreement to Purchase the Assets & Liabilities of WellPath Select, Inc. dated December 15, 2003 between CHC and WellPath Select, Inc. ("Agreement to Purchase Assets & Liabilities of WellPath") CHC purchased the assets and liabilities of WellPath Select, Inc. as specified therein ("Purchased Assets" and "Liabilities"); and

WHEREAS, CHC desires to contribute such Purchased Assets and Liabilities to its subsidiary, WSHC and WSHC desires to accept such contribution.

NOW, THEREFORE, in consideration of the premises set forth above and the mutual promises set forth below and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

### 1. Contribution of Assets and Liabilities.

(a) Subject to the terms and conditions of this Agreement, on the Effective Date, CHC contributes the Purchased Assets (as defined in the Agreement to Purchase the Assets & Liabilities of WellPath) to WSHC pursuant to a Bill of Sale as set forth in Schedule A attached hereto.

(b) Subject to the terms and conditions of this Agreement, on the Effective Date, WSHC assumes all the Liabilities (as defined in the Agreement to Purchase the Assets & Liabilities of WellPath).

### 2. Representation and Warranties.

(a) CHC warrants and represents that CHC has good and marketable title to the Purchased Assets and that CHC has complete and unrestricted authority to transfer the Purchased Assets.

(b) CHC agrees that it will hereafter execute and deliver any further assignments, instruments of transfer, bills of sale or conveyances and do such further acts as may be reasonably requested in order to vest fully WSHC all right, title and interest to and in the Purchased Assets.

**4. Effective Date.**

(a) The Effective Date and time of this contribution herein is December 15, 2003 at 9:31 A.M EST. Such date and time is referred to in this Agreement as the "Effective Date."

**5. Miscellaneous.**

(a) Neither CHC nor WSHC may assign this Agreement or any rights under this Agreement without the express written consent of the other Party.

(b) This Agreement shall be interpreted in accordance with the laws and regulations of the State of North Carolina.

(c) The invalidity or unenforceability of any term or provision in this Agreement shall in no way affect the validity or enforceability of any other term or provision.

(d) The captions inserted herein are inserted as a matter of convenience and for reference only and in no way define, limit or describe the scope of this Agreement nor the intent of any of the provisions hereof.

(e) All schedules referred to in this Agreement are incorporated by reference as though fully set forth herein.

(f) The rights and obligations conferred by this Agreement shall survive any change in ownership or form of either Party, or of any transfer, takeover, buyout or other assumption by any other organization of either party's assets, liabilities or any combination thereof, and of the assumption or assignment, with consent, of any contract, including this Agreement.

(g) This Agreement may be signed in counterparts, each of which shall be an original and all of which shall constitute one and same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth above.

**COVENTRY HEALTH CARE, INC.**

By: Walter B. Wolf

Title: Executive Vice President

**WELLPATH SELECT HOLDING COMPANY, INC.**

By: Shirley R. Shurt

Title: SECRETARY

**SCHEDULE A****BILL OF SALE**

**COVENTRY HEALTH CARE, INC.**, a Delaware corporation ("CHC") for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby conveys, assigns, transfers and delivers to **WELLPATH SELECT HOLDING COMPANY, INC.**, a North Carolina corporation ("WSHC"), its successors and assigns, all of CHC's right title and interest in and to the property of CHC which is included in the definition of "Purchased Assets" as set forth in the Contribution of Assets and Liabilities dated December 15, 2003 between CHC and WSHC.

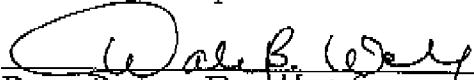
CHC warrants and represents that CHC has good and marketable title to the Purchased Assets and that CHC has complete and unrestricted authority to transfer the Purchased Assets.

CHC agrees that it will hereafter execute and deliver any further assignments, instruments of transfer, bills of sale or conveyances and do such further acts as WSHC may reasonably request in order to vest fully in WSHC all right, title and interest to and in the Purchased Assets.

This instrument shall be binding upon CHC and shall insure to the benefit of WSHC.

CHC has executed this Bill of Sale as of the 15th day of December, 2003.

COVENTRY HEALTH CARE, INC.  
a Delaware corporation

  
By: Dale B. Wolf  
Title: Executive Vice President