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Form PTO-1594 RECORDATION FORM COVER SHEET U.S. DEPARTMENT OF COMMERCE (Rev. 03/01) U.S. Petern and Tradement Office OMB No. 0651-0027 (exp. 5/31/2002) TRADEMARKS ONLY	
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To the Honorable Commissioner of Palents and Tradsmarks: Please record the attached original documents or copy thereof.	
 Name of conveying party(ies): Warner-Lambert Company 	2. Name and address of receiving party(les) Name: UnitedHealth Group Incorporated Internal Address: MNOO8-T202
Individual(s) Association	Street Address: 9900 Bren Road East
General Partnership Limited Partnership	
X Corporation-State	City:Minnetonke State:MN Zip: 55343
Other	Individual(s) citizanahip
# of all black and a consistent and a construction and a file of a black part of the construction of the c	Association
Additional name(s) of conveying party(les) attaches? Yes X No	Genara: Parmership
3. Nature of conveyance:	Limited Partnership
X Assignment Merger	Corporation-State Misnesota
Security Agreement Change of Name	Other
Other	if analgaes is not dowedled in the United States, a dowestic representative designation is attached:
LExecution Oate: December 6, 2001	(Casignations must be a separatio cocument from seatenment) Additional name(s) & address as standard (YAS 1 No
4. Application number(s) or registration number(s): A. Tradamark Application No.(s)	B. Trademark Registration No.(s) 2.265.429
5. Name and address of party to whom correspondence	6. Total number of applications and
concerning document should be mailed:	ragistrations involved:
Name: Timothy M. Kenny, Esq.	40.00
mirmal Address: c/o Trademark Docketing	7. Total fee (37 CFR 3.41)
TALL WATER BOTH	Enclosed
	X Authorized to be charged to deposit account
Street Address: Fulbright & Jeworski L.L.P.	8. Deposit account number:
600 Congress Avenue, Suite 2400	50-1212/UHGO:003(UHGO:086)/TMK
	<u> </u>
City: Austin Smele: TX Zip: 78701	
DO NOT USE THIS SPACE	
9. Signature.	
(and the of) are on a significant	ignature Oate
Yatsi number of pages including cover sharil, elisathments, and documents	

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

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TRADEMARK ASSIGNMENT

WHEREAS, WARNER-LAMBERT COMPANY, a company organized and existing under the laws of Delaware with an office at 201 Tabor Road, Morris Plaina, New Jersey 07950, (hereinafter called the ASSIGNOR) is the owner of the following trademark (the "Mark") registered in the United States Patent and Trademark Office:

OVATION

Reg. No. 2265429

Reg. Date: July 27, 1999

AND WHEREAS, UNITEDHEALTH GROUP INCORPORATED, a company organized and existing under the laws of Minnesota, with an office at 9900 Bren Road East, MN008-T202, Minnetonka, Minnesota 55343, (hereinafter called the ASSIGNEE) is desirous of acquiring all right, title and interest in and to the Mark and the registration thereof; (as used in this Assignment each of ASSIGNOR and ASSIGNEE are collectively referred to as the PARTIES)

NOW, THEREFORE, in consideration of U.S. \$1.00, the receipt of which is hereby acknowledged, the PARTIES hereby agree as follows:

ASSIGNOR by these presents does sell, assign and transfer unto ASSIGNEE, its successors and assigns, all of ASSIGNOR'S right, title and interest in and to the Mark and registration thereof together with that part of the goodwill, if any, of the ASSIGNOR'S business connected with the use of and symbolized by the Mark.

Nothing set forth in this Assignment is or will be construed to be: (a) a warranty, representation or admission by ASSIGNOR as to the validity, enforceability or scope of the Mark assigned under this Assignment; (b) a warranty or representation by ASSIGNOR that any manufacture, use, licensing, sale, importation or other exploitation of Mark assigned to ASSIGNEE under this Assignment, will be free from infringement of any intellectual property right of any third party; or (c) any warranty or representation by ASSIGNOR as to the outcome or benefits to ASSIGNEE of entering into any business or other activities based upon or related to the Mark.

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Assignor hereby agrees to execute all papers and to perform such other proper acts as Assignce or its successor or assigns may deem reasonably necessary to secure to Assignee or to its successors or assigns, the rights hereby transferred.

WHEREFORE, Assignor has caused this Trademark Assignment to be duly executed below, on the date indicated, by its duly authorized officer.

Warner-Lambert Company

Date: December 6, 2001

Arthur A. Silverstein Assistant Secretary

MEWYORK 36769v1

RECORDED: 04/22/2002

TRADEMARK REEL: 002450 FRAME: 0638