

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
EFFECTIVE DATE:	04/27/2005		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Pacific Life & Annuity Company		04/27/2005	CORPORATION: ARIZONA
RECEIVING PARTY DATA			
Name:	PacifiCare Health Plan Administrators, Inc.		
Street Address:	5995 Plaza Drive		
City:	Cypress		
State/Country:	CALIFORNIA		
Postal Code:	90630		
Entity Type:	CORPORATION: INDIANA		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1935105	WHEN PEOPLE DEPEND ON YOUR CHOICE	
CORRESPONDENCE DATA			
Fax Number:	(310)203-0567		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	310-203-8080		
Email:	trademarkdocket@jmbm.com		
Correspondent Name:	Christine L. Lofgren, Esq.		
Address Line 1:	Jeffer, Mangels, Butler & Marmaro LLP		
Address Line 2:	1900 Avenue of the Stars, 7th Floor		
Address Line 4:	Los Angeles, CALIFORNIA 90067		
ATTORNEY DOCKET NUMBER:	57243-0173		
NAME OF SUBMITTER:	Christine L. Lofgren		
Signature:	/christine l lofgren/		

CH \$40.00 1935105

Date:

04/11/2006

Total Attachments: 6

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ASSIGNMENT OF INTELLECTUAL PROPERTY
PACIFIC LIFE & ANNUITY COMPANY

This ASSIGNMENT OF INTELLECTUAL PROPERTY, is dated as of April 27, 2005 (this "Assignment"), by PACIFIC LIFE & ANNUITY COMPANY, an Arizona life insurance company ("Assignor"), in favor of PACIFICARE HEALTH PLAN ADMINISTRATORS, INC., an Indiana company ("Assignee").

WITNESSETH

WHEREAS, Assignor, Pacific Life Insurance Company, a California life insurance company, and PacifiCare Life and Health Insurance Company, an Indiana life insurance company ("PacifiCare"), are parties to that certain Master Asset Transfer Agreement, dated as of November 29, 2004, as amended (the "Master Asset Transfer Agreement"), pursuant to which PacifiCare has, among other things, agreed to acquire from Assignor, and Assignor has agreed to sell to PacifiCare, all of Assignor's rights, title and interest in and to the registered trademarks and service marks set forth on Attachment I hereto (the "Trademarks"). Capitalized terms used herein but not otherwise defined shall have the meanings set forth in the Master Asset Transfer Agreement;

WHEREAS, in accordance with the assignment provision under Section 10.3 of the Master Asset Transfer Agreement, Assignee and PacifiCare have entered into an Assignment Agreement dated April 26, 2005 (the "Assignment Agreement"), pursuant to which PacifiCare has assigned to Assignee, among other things, all of PacifiCare's right, title and interest in, to and under certain Transferred Assets (as defined in the Master Asset Transfer Agreement), including the Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell, assign and transfer to Assignee and its successors and assigns, all of the right, title, and interest of Assignor in and to the Trademarks, together with the goodwill of the business connected with the use of and symbolized by such Trademarks, and all renewals thereof, including without limitation all causes of actions, claims and demands or other rights for, or arising from, any infringement arising or occurring before, on or after the Closing, including past infringement, all rights of priority under any international conventions and any other international agreements to which the United States adheres, all income, royalties, damages, claims, and payments hereafter due or payable with respect thereto, and all rights corresponding thereto throughout the world.

This Assignment may be executed in counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other party.

In the event of any conflict between this Assignment and the Master Asset Transfer Agreement, the terms of the Master Asset Transfer Agreement shall control.


This Assignment shall be governed by and construed in accordance with the laws of the state of New York, without giving effect to the principles of conflicts of laws thereof. Each of the parties hereto agrees that any legal action or proceeding with respect to this Assignment may be brought in the state or federal courts located in New York and, by execution and delivery of this Assignment, each party hereto irrevocably submits itself in respect of its property, generally and unconditionally to the exclusive jurisdiction of the aforesaid courts in any legal action or proceeding arising out of this Assignment. Each of the parties hereto hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Assignment brought in the courts referred to in the preceding sentence.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.


ASSIGNOR:

PACIFIC LIFE & ANNUITY COMPANY

By: 

Name: Khanh T. Tran

Title: Executive Vice President and
Chief Financial Officer

By: 

Name: Jane M. Guon

Title: Assistant Secretary

Acknowledged and Accepted:

ASSIGNEE:

**PACIFICARE HEALTH PLAN
ADMINISTRATORS, INC.**

By: _____

Name: Christopher A. Karkenny

Title: Chief Financial Officer

TRADEMARK

REEL: 003286 FRAME: 0708

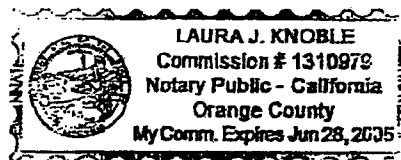
State of CA)

County of Orange)^{SS}

On the 26th day of April in the year 2005 before me, the undersigned, personally appeared Khanh Tran, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Laura J Knoble
Notary Public

My Commission Expires: 6-28-05



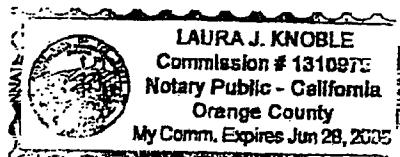
State of CA)

County of Orange)^{SS}

On the 26th day of April in the year 2005 before me, the undersigned, personally appeared Jane M Buon, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Laura J Knoble
Notary Public

My Commission Expires: 6-28-05



IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed by the signature of its duly authorized officer as of the date above first written.

ASSIGNOR:

PACIFIC LIFE & ANNUITY COMPANY

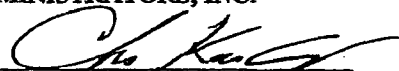
By: _____
Name: Khanh T. Tran
Title: Executive Vice President and
Chief Financial Officer

By: _____
Name: Jane M. Guon
Title: Assistant Secretary

Acknowledged and Accepted:

ASSIGNEE:

**PACIFICARE HEALTH PLAN
ADMINISTRATORS, INC.**

By: 
Name: Christopher A. Karkenny
Title: Chief Financial Officer

ATTACHMENT I

TRADEMARKS

<u>Country</u>	<u>Trademark</u>	<u>Class</u>	<u>Status</u>	<u>Reg Number</u>	<u>Reg Date</u>
US	When People Depend on Your Choice	36	Registered	1,935,105	11/14/95