

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	10/20/2006

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
The MEGA Life and Health Insurance Company		11/28/2006	CORPORATION: OKLAHOMA

**RECEIVING PARTY DATA**

Name:	United HealthCare Services, Inc.
Street Address:	5901 Lincoln Drive
City:	Edina
State/Country:	MINNESOTA
Postal Code:	55436
Entity Type:	CORPORATION: MINNESOTA

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2554867	SR STUDENT RESOURCES
Registration Number:	2752509	SR

**CORRESPONDENCE DATA**

Fax Number: (512)536-4598  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 612-321-2800  
 Email: aotrademark@fulbright.com  
 Correspondent Name: Patrick J. Gallagher  
 Address Line 1: 600 Congress Avenue, Suite 2400  
 Address Line 2: c/o Trademark Docketing Dept.  
 Address Line 4: Austin, TEXAS 78701

ATTORNEY DOCKET NUMBER:	UHGC:947/948
NAME OF SUBMITTER:	Patrick J. Gallagher

OP \$65.00 2554867

Signature:	/Patrick J. Gallagher/
Date:	01/24/2007
Total Attachments: 4 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif	

## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is made by and between The MEGA Life and Health Insurance Company, an Oklahoma corporation ("Assignor"), and United HealthCare Services, Inc., a Minnesota corporation ("Assignee"), a wholly-owned subsidiary of UnitedHealth Group Incorporated.

WHEREAS, Assignor has adopted and used the trademarks and owns the trademark applications and registrations listed on Exhibit A, attached hereto (the "Marks");

WHEREAS, Assignee desires to acquire the Marks and the applications and registrations for the Marks; and

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated October 20, 2006, by and between The MEGA Life and Health Insurance Company, Mid-West National Life Insurance Company of Tennessee, The Chesapeake Life Insurance Company, and UnitedHealth Group Incorporated (the "Asset Purchase Agreement"), Assignor transferred all right, title and interest in and to the Marks, including the goodwill associated with the Marks and certain rights and assets of the business connected with the Marks to Assignee.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and understandings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Assignor, the parties hereto agree as follows:

1. Assignor does hereby assign, transfer and sell unto Assignee all of its right, title and interest in and to the Marks (including all claims for profits and damages by reason of past infringement of the Marks), together with the goodwill of the business symbolized by the Marks, certain rights and assets of the business connected with the Marks, and the existing applications and registrations for the Marks.

2. Assignor agrees to provide all further information and execute any further documents that may reasonably be necessary to complete the assignment of the Marks and to give effect to this Agreement.

*[The remainder of this page is left intentionally blank. The signature page follows.]*

This Agreement shall be effective as of the Closing Date (as defined in the Asset Purchase Agreement), and shall be binding on the successors and assigns of Assignor and shall inure to the benefit of the successors and assigns of Assignee.

THE MEGA LIFE AND HEALTH  
INSURANCE COMPANY

UNITED HEALTHCARE SERVICES, INC.

By: Michael A. Colliflower  
Name: Michael A. Colliflower  
Title: General Counsel  
Date: November 28, 2004

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

*Trademark Assignment Agreement*

This Agreement shall be effective as of the Closing Date (as defined in the Asset Purchase Agreement), and shall be binding on the successors and assigns of Assignor and shall inure to the benefit of the successors and assigns of Assignee.

THE MEGA LIFE AND HEALTH  
INSURANCE COMPANY

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

UNITED HEALTHCARE SERVICES, INC.

By:  \_\_\_\_\_

Name: David S. Wichmann


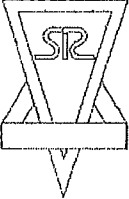
Title: Senior Vice President

Date: December 1, 2006

*Trademark Assignment Agreement*

Exhibit A

Trademark Applications and Registrations

Mark	Jurisdiction	App. Date / Reg. Date	App. No. / Reg. No.
 STUDENT RESOURCES	U.S.	3/21/2000 4/2/2002	76/007,723 2,554,867
	U.S.	9/20/2002 8/19/2003	76/451,377 2,752,509