

12-12-00

01-08-2001

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101574504

DEC 12

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger
Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly (See Cert. of Merger)

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached 75335800

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

01/04/2001 6TON11 00000174 75335800

01 FC:481 40.00 OP

02 FC:482 1375.00 OP

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, DC 20231

TRADEMARK
REEL: 002204 FRAME: 0517

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	SEE SCHEDULE A	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text"/>	SEE SCHEDULE B	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

FAYE A. DION

Name of Person Signing

Faye Dion
Signature

12-5-2000

Date Signed

Schedule A

Mark

Serial No.

AETNA ADVISER PLUS	75/335800
AETNA FINANCIAL SERVICES	75/798254
AETNA GOVERNMENT CUSTOM CHOICE	75/644360
AETNA GOVERNMENT CUSTOM CHOICE-BLEND	75/643619
AETNA GOVERNMENT CUSTOM CHOICE-CLASSIC	75/643612
AETNA GOVERNMENT CUSTOM CHOICE-DIRECT	75/643620
AETNA GOVERNMENT CUSTOM CHOICE-ORIGINAL	75/643621
AETNA GOVERNMENT CUSTOM CHOICE-VALUE	76/041213
AETNA LIFE GOALS...FOR THE LIFE YOU WANT TO LEAD	75/621918
AETNA TRUST	75/890758
FOR WHAT MATTERS MOST	75/618773

Schedule B

<u>Mark</u>	<u>Registration No.</u>
AETNA	822,577
AETNA (Block Logo 1993)	1,744,804
AETNA (Word Mark)	1,939,424
AETNA (Word Mark)	1,939,423
AETNA ADAPTOR	1,965,107
AETNA ADVANTAGE PROGRAM	2,092,547
AETNA ANNUITY AEDGE	1,845,478
AETNA ASCENT	2,005,206
AETNA CROSSROADS	2,005,209
AETNA ESSENTIAL	1,876,894
AETNA FLEXIBLE INCOME	2,186,574
AETNA GENERATION FUNDS	2,005,207
AETNA GLOBAL BENEFITS	2,286,358
AETNA GLOBAL BENEFITS (Expanded)	2,289,601
AETNA GROUP RATER	1,467,046
AETNA GROWTH PLUS	1,963,913
AETNA HEALTH PLANS	1,942,303
AETNA HEALTH PLANS	1,942,302
AETNA INCOME EDGE	2,159,680
AETNA INCOME PROVIDER	2,146,775
AETNA LEGACY	2,005,208
AETNA MARATHON PLUS	1,916,809
AETNA MARATHON PLUS...FOR THE LONG RUN	1,963,850
AETNA MULTI-RATE	2,084,835
AETNA PREMIER	1,960,272
AETNA PROTECTOR	2,242,500
AETNA PROVIDER	1,960,273
AETNA RETIREMENT SERVICES	2,047,227
AETNA RING OF PROTECTION	1,183,205
AETNAACCESS	2,000,032
AETNALINK	1,857,912
AETNA-RATER	1,390,632
AETNATEC & Design	1,154,249
AETNATEC (Word Mark)	1,154,250
AETNATEC & Design	1,181,468
AETNATEC (Word Mark)	1,183,201
E.R.I.N.	2,103,198
FOR WHAT MATTERS MOST	2,392,782
SMART SOLUTIONS FROM AETNA	2,304,118
SMART SOLUTIONS FROM AETNA AND DESIGN	2,306,185
SMART SOLUTIONS FROM AETNA AND DESIGN	2,342,889
THE AETNA CONNECTION	1,842,493
THE AETNA CUSTOMER CONNECTION	1,885,650
TO MANAGE BEST WHAT MATTERS MOST	2,266,058
TO MANAGE BEST WHAT MATTERS MOST	2,208,266

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT, dated as of November 3, 2000, is by and between AETNA INC., a Connecticut corporation with a registered address at 151 Farmington Avenue, Hartford, Connecticut 06156, U.S.A. ("Assignor"), and AETNA U.S. HEALTHCARE INC., a Pennsylvania corporation with a registered address at 980 Jolly Road, Blue Bell, Pennsylvania 19422, U.S.A. ("Assignee").

RECITALS

WHEREAS, Assignor and Assignee intend to enter into a distribution agreement ("**Distribution Agreement**") as contemplated by the Agreement and Plan of Restructuring and Merger ("**Restructuring Plan**"), dated July 19, 2000, by and among ING GROEP N.V., a corporation organized under the laws of the Netherlands, ING AMERICA INSURANCE HOLDINGS, INC., a Delaware corporation, ANB ACQUISITION CORP., a Connecticut corporation, and Assignor;

WHEREAS, in accordance with that certain Plan of Merger dated as of October 30, 2000, Assignor has merged with Aetna Services, Inc. ("ASI") and Assignor is the surviving corporation of the merger as evidenced by that certain Certificate of Merger of ASI with and into Assignor filed with the Secretary of the State of Connecticut, U.S.A. on October 30, 2000 and effective at 12:01 a.m. on October 31, 2000.

WHEREAS, in consideration of the transactions contemplated by the Distribution Agreement and the Restructuring Plan, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the trademarks, service marks, trade names, trademark registrations and applications (including intent-to-use applications) set forth on Schedule 1 attached hereto (collectively, the "**Marks**") and all goodwill symbolized by and associated with the business conducted under such Marks, which business is ongoing and existing, and Assignee desires to accept the assignment of, all of Assignor's right, title and interest in and to such Marks and all goodwill symbolized by and associated with the business conducted under such Marks.

NOW, THEREFORE, by this document, and for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign to Assignee, and its successors and assigns, its entire right, title and interest in and to: (i) the Marks; (ii) any and all goodwill symbolized by and associated with the business conducted under the Marks; (iii) all registrations and applications (including intent-to-use applications) for the Marks; (iv) all income, royalties, damages and payments in respect of the Marks; and (v) all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for infringement of the Marks.

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

This agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to choice of law provisions.

WHEREFORE, Assignor has caused this Trademark Assignment Agreement to be duly executed below, on the date first written above.

AETNA INC.

By: Paige L. Falasco
Name: Paige L. Falasco
Title: AVP

Sworn and subscribed before me this 3 day of November, 2000.

Michele Kravath
Notary

Agreed and Acknowledged:

AETNA U.S. HEALTHCARE INC.

By: William Casazza
Name: William Casazza
Title: Corporate Secretary

Sworn and subscribed before me this 3 day of November, 2000.

Michele Kravath

STATE OF CONNECTICUT

COUNTY OF Hartford

} ss. West Hartford



I, Norma W. Cronin, Clerk of the Town of West Hartford

Michele Kravath
in said County, do hereby certify that _____
by and before whom the foregoing (or annexed) acknowledgment was taken, was at the time of taking the same a notary public (or other officer) residing (or authorized to act) in said County, and was authorized by the laws of said State to take and certify acknowledgments in said State, and, further, that I believe that the signature on the certificate of acknowledgment is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the State and Town of

3 day of November, 2000

Norma W. Cronin
Town Clerk

Schedule 1

MARKS

Registered Trademarks and Pending Trademark Applications
United States

<u>Mark</u>	<u>Class(es)</u>	<u>Application/ Registration #</u>	<u>Filing/ Registration Date</u>
AETNA	36	822,577	01/17/67
AETNA (Block Logo 1993)	36	1,744,804	01/05/93
AETNA (Word Mark)	36	1,939,424	12/05/95
AETNA (Word Mark)	42	1,939,423	12/05/95
AETNA ADAPTOR	36	1,965,107	04/02/96
AETNA ADVANTAGE PROGRAM	36	2,092,547	09/02/97
AETNA ADVISER PLUS	36	75/335800	08/04/97
AETNA ANNUITY AEDGE	9	1,845,478	07/19/94
AETNA ASCENT	36	2,005,206	10/01/96
AETNA CROSSROADS	36	2,005,209	10/01/96
AETNA ESSENTIAL	36	1,876,894	01/31/95
AETNA FINANCIAL SERVICES	36	75/798254	09/14/99
AETNA FLEXIBLE INCOME	36	2,186,574	09/01/98
AETNA GENERATION FUNDS	36	2,005,207	10/01/96
AETNA GLOBAL BENEFITS	36	2,286,358	10/12/99
AETNA GLOBAL BENEFITS (Expanded)	36	2,289,601	10/26/99
AETNA GOVERNMENT CUSTOM CHOICE	36	75/644360	02/19/99
AETNA GOVERNMENT CUSTOM CHOICE-BLEND	36	75/643619	02/19/99
AETNA GOVERNMENT CUSTOM CHOICE-CLASSIC	36	75/643612	02/19/99
AETNA GOVERNMENT CUSTOM CHOICE-DIRECT	36	75/643620	02/19/99
AETNA GOVERNMENT CUSTOM CHOICE-ORIGINAL	36	75/643621	02/19/99
AETNA GOVERNMENT CUSTOM CHOICE-VALUE	36	76/041213	05/04/00
AETNA GROUP RATER	9	1,467,046	12/01/87
AETNA GROWTH PLUS	36	1,963,913	03/26/96
AETNA HEALTH PLANS	36	1,942,303	12/19/95
AETNA HEALTH PLANS	42	1,942,302	12/19/95
AETNA INCOME EDGE	36	2,159,680	05/19/98
AETNA INCOME PROVIDER	36	2,146,775	03/24/98
AETNA LEGACY	36	2,005,208	10/01/96
AETNA LIFE GOALS... FOR THE LIFE YOU WANT TO LEAD	36	75/621918	01/18/99
AETNA MARATHON PLUS	36	1,916,809	09/05/95

Schedule 1

MARKS

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United States

<u>Mark</u>	<u>Class(es)</u>	<u>Application/ Registration #</u>	<u>Filing/ Registration Date</u>
AETNA MARATHON PLUS... FOR THE LONG RUN	36	1,963,850	03/26/96
AETNA MULTI-RATE	36	2,084,835	07/29/97
AETNA PREMIER	36	1,960,272	03/05/96
AETNA PROTECTOR	36	2,242,500	05/04/99
AETNA PROVIDER	36	1,960,273	03/05/96
AETNA RETIREMENT SERVICES	36	2,047,227	03/25/97
AETNA RING OF PROTECTION	36	1,183,205	12/22/81
AETNA TRUST	36	75/890758	01/07/00
AETNAACCESS	36	2,000,032	09/10/96
AETNALINK	36	1,857,912	10/11/94
AETNA-RATER	9	1,390,632	04/22/86
AETNATEC & Design	41	1,154,249	05/12/81
AETNATEC (Word Mark)	41	1,154,250	05/12/81
AETNATEC & Design	36	1,181,468	12/08/81
AETNATEC (Word Mark)	36	1,183,201	12/22/81
E.R.I.N.	42	2,103,198	10/07/97
FOR WHAT MATTERS MOST	36	75/618773	01/11/99
FOR WHAT MATTERS MOST	42	2,392,782	10/10/00
SMART SOLUTIONS FROM AETNA	36	2,304,118	12/28/99
SMART SOLUTIONS FROM AETNA AND DESIGN	36	2,306,185	01/04/00
SMART SOLUTIONS FROM AETNA AND DESIGN	36	2,342,889	04/18/00
THE AETNA CONNECTION	36	1,842,493	06/28/94
THE AETNA CUSTOMER CONNECTION	36	1,885,650	03/21/95
TO MANAGE BEST WHAT MATTERS MOST	42	2,266,058	08/03/99
TO MANAGE BEST WHAT MATTERS MOST	36	2,208,266	12/08/98

CERTIFICATE OF MERGER

OF

AETNA SERVICES, INC.

WITH AND INTO

AETNA INC.

This Certificate of Merger is filed pursuant to Section 33-819 of the Connecticut Business Corporation Act, as amended (hereinafter referred to as "CBCA").

1. Plan of Merger.

- (a) The names of the merging corporations are AETNA INC., a Connecticut corporation ("Aetna" or the "Surviving Corporation"), and AETNA SERVICES, INC., a Connecticut corporation ("ASI"), a wholly owned subsidiary of Aetna.
- (b) Aetna is the surviving corporation. Effective at 12:01 a.m., Hartford, Connecticut local time, on October 31, 2000 (the "Effective Time of the Merger"), ASI shall be merged with and into Aetna and the separate corporate existence of ASI shall cease.
- (c) The certificate of incorporation of Aetna as in effect immediately prior to the Effective Time of the Merger shall be the certificate of incorporation of the Surviving Corporation.
- (d) The Plan of Merger dated as of October 30, 2000 (the "Plan") is attached hereto as Exhibit A and incorporated herein by reference.
- (e) The Plan provides that upon the Effective Time of the Merger all of the issued and outstanding shares of Common Capital Stock of ASI, par value \$.01 per share, shall, by virtue of the merger and without any action on the part of the holder thereof, be canceled and retired and no shares, or other securities, cash or other consideration shall be issued in exchange therefor. Each share of Aetna common stock outstanding immediately prior to the Effective Time of the Merger shall remain outstanding as a share of the common stock of the Surviving Corporation and be unaffected by the Merger.
- (f) The merger shall have the effect prescribed in Section 33-820 of the CBCA.

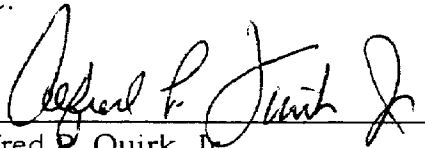
2. Adoption by Board of Directors. The Plan was approved by resolutions adopted by the board of directors of Aetna in accordance with Section 33-818 of the CBCA.

3. Approval by Shareholders. Pursuant to Section 33-818 of the CBCA, no shareholder approval of the Plan was required.

Dated this 30th day of October, 2000.

Aetna Inc.

By: _____


Alfred P. Quirk, Jr.

Its Vice President, Finance and Treasurer

EXHIBIT A
PLAN OF MERGER

PLAN OF MERGER adopted as of October 30, 2000 by Aetna Inc., a Connecticut corporation (hereinafter called "Aetna"), for the purpose of effecting a merger of Aetna Services, Inc., a Connecticut corporation (hereinafter called "ASI"), into Aetna (the resulting corporation being hereinafter referred to as the "Surviving Corporation");

WHEREAS, Aetna owns one hundred percent (100%) of the issued and outstanding shares of ASI; and

WHEREAS, the capital structure of ASI consists of (a) Common Capital Stock, par value \$.01 per share, of which 250 million shares are authorized and 1,000 shares are issued; (b) Class A Voting Preferred Stock, par value \$.01 per share, of which 10 million shares are authorized and no shares are issued; (c) Class B Voting Preferred Stock, par value \$.01 per share, of which 15 million shares are authorized and no shares are issued; and (d) Class C Non-Voting Preferred Stock, par value \$.01 per share, of which 15 million are authorized and no shares are issued; and

WHEREAS, it is the desire of Aetna that ASI shall be merged into Aetna pursuant to Section 33-818 of the Connecticut Business Corporation Act, as amended; and

WHEREAS, it is intended that, for U.S. federal income tax purposes, the merger shall qualify as a reorganization within the meaning of Section 368(a) of the Internal Revenue Code of 1986, as amended, and that this Plan of Merger be adopted as a plan of reorganization.

NOW, THEREFORE, this Plan has been adopted by the board of directors of Aetna,

WITNESSETH:

ARTICLE I.

MERGER

Effective at 12:01 a.m., Hartford, Connecticut local time, on October 31, 2000, ASI shall be merged into Aetna and Aetna shall be the surviving corporation resulting from the merger. The date and time upon which the merger shall become effective is hereinafter called "Effective Time of the Merger."

ARTICLE II.

**CERTIFICATE OF INCORPORATION
OF THE SURVIVING CORPORATION**

Upon the Effective Time of the Merger, the Certificate of Incorporation of Aetna, as in effect immediately prior to the Effective Time of the Merger, shall be the Certificate of Incorporation of the Surviving Corporation.

ARTICLE III.

PROVISIONS IN REGARD TO SHARES

1. Upon the Effective Time of the Merger, all of the issued and outstanding shares of Common Capital Stock of ASI, par value \$.01 per share, shall, by virtue of the merger and without any action on the part of the holder thereof, be cancelled and retired and no shares, or other securities, cash or other consideration shall be issued in exchange therefor.

2. Each share of Aetna common stock outstanding immediately prior to the Effective Time of the Merger shall remain outstanding as a share of common stock of the Surviving Corporation and be unaffected by the Merger.

ARTICLE IV.

CERTAIN OTHER PROVISIONS AS TO THE MERGER

1. Upon the Effective Time of the Merger, the directors of Aetna shall continue to be the directors of the Surviving Corporation, as elected, and shall remain as such until their successors are duly elected and qualified.

2. Upon the Effective Time of the Merger, the officers of Aetna shall continue to be the officers of the Surviving Corporation, as elected, and shall remain as such until their successors are duly elected and qualified.

3. Upon the Effective Time of the Merger, the bylaws of Aetna shall continue to be the bylaws of the Surviving Corporation.

4. Upon the Effective Time of the Merger, ASI shall be merged into Aetna, with the effect provided in Section 33-820 of the Connecticut Business Corporation Act.

5. Aetna hereby waives the requirement under Section 33-818(c) of the Connecticut Business Corporation Act that a copy of the Plan of Merger be mailed to it.

6. Anything herein to the contrary notwithstanding, this Plan may be terminated at any time prior to the Effective Time of the Merger by resolution adopted by the board of directors of Aetna. In the event of such termination, this Plan shall become void and of no effect.

IN WITNESS WHEREOF, Aetna has executed this Plan of Merger as of the day and year first written above.

Aetna Inc.

By: 

Alfred P. Quirk, Jr.

Its Vice President, Finance and Treasurer