

03-05-2001



101689475

2-16-01

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

Change of Name

Other

Effective Date
Month Day Year

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

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

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 002249 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)

SEE SCHEDULE A

SEE SCHEDULE B

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

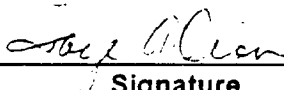
No

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



Signature

12-5-2000

Date Signed

Schedule A

<u>Mark</u>	<u>Serial No.</u>
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. Falasico*
Name: Paige L. Falasico
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 Casella*
Name: William Casella
Title: Corporate Secretary

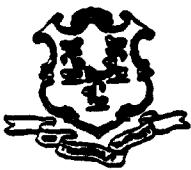
Sworn and subscribed before me this 3 day of November, 2000.

Michele Kravath

STATE OF CONNECTICUT

COUNTY OF Hartford

} 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
a notary public (or other officer) residing (or authorized to act) in said County, and was authorized by the
of said State to take and certify acknowledgments in said State, and, further, that I believe that the signature
the certificate of acknowledgment is genuine.

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

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

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United States**

<u>Mark</u>	<u>Class(es)</u>	<u>Application/ Registration #</u>	<u>Filing/ Registration Date</u>
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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
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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