

MRP 6-15-98

FORM PTO-1594 (Rev. 6-93) OMB No. 0651-0011 (exp. 4/94)

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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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To the Honorable Commissioner of Patents

100745842

Send original documents or copy thereof.

1. Name of conveying party(ies):

Farmers Group, Inc.

2. Name and address of receiving party(ies)

Name: The Ohio State Life Insurance Company

Internal Address:

- Individual(s), General Partnership, Corporation-State Nevada, Other, Association, Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

Street Address: 2500 Farmers Drive, City: Columbus, State: OH, ZIP: 43235-2762

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State Ohio, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment, Security Agreement, Other, Merger, Change of Name

Execution Date: March 27, 1997

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

74/532,356, 74/552,355, 75/166,612

B. Trademark Registration No.(s)

1,355,788, 1,945,094, 1,984,618

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robert D. Hovey

Internal Address: HOVEY, WILLIAMS, TIMMONS & COLLINS

Street Address: 2405 Grand Boulevard Suite 400

City: Kansas City State: MO ZIP: 64108

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41).....\$ 165.00

- Enclosed with originally filed documents, filed 12/18/97, No. 100599509, Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Robert D. Hovey

Name of Person Signing

Signature

6-11-98

Date

Total number of pages including cover sheet, attachments, and documents

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12-18-97

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To the Honorable Commissioner of

100599509

Secure the attached original documents or copy thereof.

1. Name of conveying party(ies):

Farmers Group, Inc.

- Individual(s)
- General Partnership
- Corporation-State Nevada
- Other

- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: The Ohio State Life Insurance Company

Internal Address: _____

Street Address: _____

City: _____ State: _____ ZIP: _____

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Ohio
- Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
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Robert D. Hovey
Name of Person Signing

[Signature]
Signature

12/18/97
Date

Total number of pages including cover sheet, attachments and document: _____

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02 FC:443
02 FC:443

ASSIGNMENT OF TRADE NAMES AND SERVICE MARKS

THIS ASSIGNMENT OF TRADE NAMES AND SERVICE MARKS (this "Assignment"), is made and entered into as of April 15, 1997, by and between The Ohio State Life Insurance Company, an Ohio corporation (the "Company"), and Farmers Group, Inc., a Nevada corporation (the "Seller"). Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (as defined below).

WHEREAS, pursuant to that certain Stock Purchase Agreement, dated as of January 21, 1997 (the "Purchase Agreement"), by and between the Seller and Great Southern Life Insurance Company (the "Purchaser"), the Purchaser will acquire all of the outstanding capital stock of the Company (the "Acquisition"); and

WHEREAS, in connection with the Acquisition, the Company and the Seller desire to transfer certain rights and interests with respect to certain trade names and service marks and related names, marks, logos and designs.

NOW, THEREFORE, for the sum of ten dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

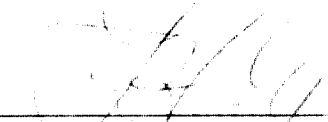
1. The Company hereby assigns and transfers to the Seller, its successors, assigns or other legal representatives, without any representations or warranties whatsoever, whether express or implied by law or otherwise, all of its right, title and interest in and to all trade names and service marks, including, without limitation, those set forth on Schedule I hereto, but excluding those set forth on Schedule II hereto, and all related names, marks, logos and designs (collectively, the "Seller's Marks"), worldwide, together with the goodwill of the business symbolized by the Seller's Marks, and all income, royalties, damages and payments now or hereafter due or payable in respect thereof, and in and to all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present or future infringement of the rights assigned to the Seller under this Assignment.

2. The Seller hereby assigns and transfers to the Company, its successors, assigns or other legal representatives, without any representations or

warranties whatsoever, whether express or implied by law or otherwise, all its right, title and interest in and to the trade names and service marks set forth on Schedule II hereto, and all related names, marks, logos and designs (collectively, the "Company's Marks"), worldwide, together with the goodwill of the business symbolized by the Company's Marks, and all income, royalties, damages, and payments now or hereafter due or payable in respect thereto, and in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present, or future infringement of the rights assigned to the Company under this Assignment.


3. Each of the Seller and the Company shall execute any papers and perform such other proper acts as such party or its successors or assigns may deem reasonably necessary to secure to the other party, or its successors or assigns, the rights hereby assigned.

By: FARMERS GROUP, INC.



Name: Robert G. ...
Title: Asst. Treasurer + Vice President

By: THE OHIO STATE LIFE
INSURANCE COMPANY



Name: HOWARD E. FALK JR.
Title: ASST. TREAS.

State of CALIFORNIA

County of LOS ANGELES

On 3/27/97 before me, GRACE D. LUMIBAO

personally appeared LASZLO G. HEREDY AND
HOWARD E. FALK, JR

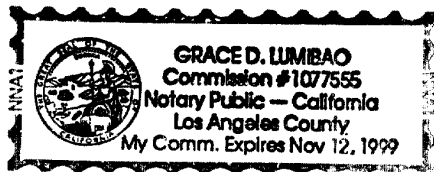
personally known to me -OR- _____

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is~~ are subscribed to the within instrument and acknowledged to me that ~~he~~ ~~she~~ /they executed the same in ~~his~~ ~~her~~ /their authorized capacity(ies), and that by ~~his~~ ~~her~~ /their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

(SEAL)

Grace D. Lumibao



State of CALIFORNIA

County of LOS ANGELES

On 3/27/97 before me, GRACE D. LUMIBAO

personally appeared LASZLO G. HEREDY AND
HOWARD E. FALK, JR

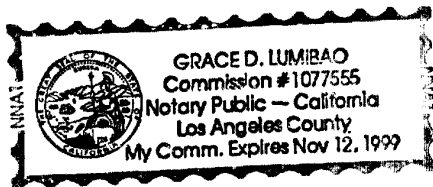
personally known to me -OR- _____

proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Witness my hand and official seal.

Grace D. Lumibao

(SEAL)



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TRADEMARK
REEL: 1743 FRAME: 0810

SCHEDULE II

Ohio State Life Insurance Company ®

U.S. Serial No. 74/536,232

Reg. No. 1,945,094

Registered: 01/02/96

Expires: 01/02/2006

OSL 2000 ®

U.S. Serial No. 74/553,786

Reg. No. 1,984,618

Registered: 07/02/96

Expires: 07/2/2006

Ohio State Life's Flex UL™

U.S. Serial No. 74/552,355

Reg. No. Pending

Filed: 07/22/94

Ohio State Life's Flex UL 10™

U.S. Serial No. 74/532,356

Reg. No. Pending

Filed: 07/22/94

Ohio State Life's SecuriTerm™

U.S. Serial No. 75/166,612

Reg. No. Pending

Filed: 09/16/96

Ohio State Life Segmented Circle Design

U.S. Serial No. 73/517,205

Reg. No. 1,355,788

Filed/Issued: 01/11/85 / 08/20/85

Expires: 08/20/2005