

03-17-1999



100986842

REGISTRATION FORM COVER SHEET -- TRADEMARKS ONLY

Box Assignments
Commissioner of Patents and Trademarks
Washington, DC 20231

3-12-99

Please record the attached original document or copy thereof.

1. Name of conveying party(ies):

Aetna Life and Casualty Company

a Connecticut corporation

2. Name and address of receiving party(ies):

Name: The Aetna Casualty and Surety Company

Street Address: 151 Farmington Avenue

City, State, ZIP: Hartford, CT 06156

a Connecticut corporation

3. Nature of conveyance: Assignment dated November 28, 1995

4. Trademark Registration No. 1,939,224 registered December 5, 1995 (Application No. 74/499,130 filed March 11, 1994)

Additional numbers are not listed on attached sheets.

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

James E. Alix
Alix, Yale & Ristas, LLP
750 Main Street
Hartford, CT 06103

6. Total number of applications and registrations involved: 1

7. Total fee enclosed: \$40.00. If this amount is incorrect, please charge or credit the difference to Deposit Account No. 16-2563.

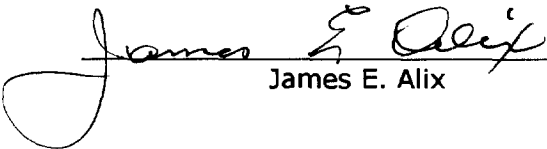
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

03/17/1999 DNGUYEN 00000051 74499130

01 FC:481

40.00 DP

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James E. Alix

Date: March 9, 1999

Total number of pages including cover sheet, attachments and document: 11

Attorney's Docket: TICA/T153/36/US

Assignment Agreement

This Assignment Agreement ("Agreement") is entered into as of the 28th day of November, 1995 by and between Aetna Life and Casualty Company ("Aetna"), a Connecticut corporation with its principal place of business in Hartford, Connecticut, and The Aetna Casualty and Surety Company and The Standard Fire Insurance Company (collectively, the "Companies"), Connecticut corporations with their principal place of business in Hartford, Connecticut.

WHEREAS, Aetna either directly or by its affiliated companies has adopted and is using within the United States the names and marks listed on Schedule A attached herein and made a part hereof (hereinafter referred to collectively as the "Assigned Names and Marks");

WHEREAS, Aetna, on behalf of itself and its affiliated companies, wishes to assign to the Companies whatever interest or rights it may have to the Assigned Names and Marks; and

WHEREAS, the Companies desire to accept such assignment.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, it is agreed as follows:

ARTICLE 1

DEFINITIONS

1.1 "Aetna" shall mean the Aetna Life and Casualty Company.

1.2 "Companies" shall mean The Aetna Casualty and Surety Company and The Standard Fire Insurance Company.

ARTICLE 2

ASSIGNMENT BY AETNA

2.1 Aetna, on behalf of itself and its affiliated companies, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, hereby grants, conveys, transfers, assigns and delivers to the Companies all rights, title and interest that it may have as of the date hereof, in and to:

the Assigned Names and Marks, including any federal registrations, pending applications to register and any agreements by which Aetna has entered with third parties relating to any of the Assigned Names and Marks, together with all of the goodwill of the businesses in connection with which the Assigned Names and Marks are used and which are symbolized by the Assigned Names and Marks, along with the right to recover for damages and profits for past infringements of any of the Assigned Names and Marks as to which no action has been initiated by Aetna or any of its affiliated companies as of the date hereof.

Aetna on behalf of itself and its affiliated companies agrees to execute and deliver at the reasonable request of the Companies and at Aetna's sole cost and expense, all papers, instruments, and assignments, and to perform any other reasonable acts the Companies may require in order to vest in the Companies, all of Aetna's rights, title, and interest in and to the Assigned Names and Marks and to provide evidence to support any of the foregoing in the event such evidence is reasonably deemed necessary by the Companies,

to the extent such evidence is in the possession or control of Aetna.

2.2 Aetna, on behalf of itself and its affiliated companies, hereby agrees to use its best efforts to cease using the Assigned Names and Marks as soon as practicable following execution of this Agreement but in any event within 60 days of the date hereof, and agrees to take all affirmative action necessary to effect such cessation of use, and when appropriate, to notify those with whom Aetna conducts business that Aetna is no longer associated with any of the Assigned Names and Marks.

2.3 (a) The Companies accept and acknowledge that this Agreement grants, conveys, transfers, assigns and delivers to the Companies all of the rights, title and interest in and to the Assigned Names and Marks that Aetna holds or possesses as of the date of this Agreement. Except as set forth in Section 2.3.b. below, Aetna makes no representations or warranties as to (i) the validity of the Assigned Names and Marks; (ii) the extent of Aetna's right, title and interest in and to the Assigned Names and Marks, and the extent of the right, title and interest transferred hereby; and (iii) except as between Aetna and the Companies, the availability of the Assigned Names and Marks for the Companies' use.

(b) With respect only to those trademarks and service marks listed on Schedule A hereto which have been registered with the U.S. Patent and Trademark Office as of the date of this Agreement ("Registered Marks"), Aetna represents and warrants that it owns those Registered Marks and that those Registered Marks are available for the Companies' use within the United States. Aetna has no actual knowledge of any third-party claims in or to the Assigned Names and Marks, including the Registered Marks. The representations and warranties contained in this Section 2.3.b. and elsewhere in this Agreement will not survive beyond the date of this Agreement.

(c) Aetna shall indemnify, defend and hold the Companies harmless from any loss, claim, damage, cost or expense of any kind, including reasonable attorneys' fees and costs, that arise solely in connection with any third-party challenge to the Assigned Names and Marks, but only to the extent the third party challenge involves conduct that occurred prior to the date of this Agreement. For purposes of this Agreement, the term "third party challenge" shall include, but shall not be limited to, claims brought by a third party alleging that the Assigned Names and Marks infringe, dilute, involve unfair competition and/or a misappropriation of a third party's intellectual property rights. The Companies shall indemnify, defend and hold Aetna and its affiliated companies harmless from any loss, claim, damage, cost or expense of any kind, including reasonable attorneys' fees and costs, that arise in connection with any third-party challenge to the Assigned Names and Marks but only to the extent that the alleged wrongdoing occurred on or after the date of this Agreement. The obligation of one party to indemnify, defend and hold the other party harmless shall not arise until such time as the other party gives written notice of the claim to the indemnifying party.

2.4 Except as provided herein and except for rights expressly granted under a certain License Agreement between Aetna and the Companies, of even date herewith, the Companies shall have no right, title or interest in or to any other name, mark or logo of Licensor not now or hereafter listed on Schedule A hereof, including, but not limited to those names, marks and logos listed on Schedule B hereto. The Assigned Names and Marks are intended to be a complete listing of all names, marks and logos (exclusive of (i) those marks set forth on Schedule B hereto and (ii) any other marks containing the "Aetna" name, the Aetna logo or the AE ligature) used exclusively in connection with, and for the purpose of, identifying the property/casualty insurance services currently rendered by the Companies. Licensor will add to Schedule A any names, marks, logos that were inadvertently left off.

2.5 The parties will attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement by mediation in accordance with the Center for Public Resources Model Procedure for Mediation of Business Disputes. If the matter has not been resolved pursuant to the aforesaid mediation procedure within sixty (60) days of the commencement of such procedure (which period may be extended by mutual agreement), the controversy shall be settled by arbitration in accordance with the Center for Public Resources Rules for Non-Administered Arbitration of Business Disputes, by a sole arbitrator knowledgeable in the trade name and service mark area. The arbitration shall be governed

by the United States Arbitration Act, 9 U.S.C. Sec. 1-16, and judgment upon the award by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration shall be Hartford, Connecticut. Each party shall pay its own costs and expenses.

ARTICLE 3

GENERAL

3.1 The failure of any party to insist, in any one or more instances upon the performance of any of the terms, covenants or conditions of this Agreement or to exercise any right hereunder, shall not be construed as a waiver of that party's right to insist upon future performance, and the obligation of the other parties with respect to such performance shall continue in full force and effect.

3.2 In the event any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect under the laws of any state or of the United States of America, such unenforceability shall not affect any other provision, but shall then be construed as if such unenforceable provision or provisions had never been contained herein.

3.3 Headings used in this Agreement are for reference purposes only and shall not be deemed a part of this Agreement.

3.4 This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Connecticut, without regard to the conflict of laws principles thereof.

3.5 This Agreement constitutes the entire Agreement between Aetna and the Companies with respect to the subject matter hereof and shall supersede all previous oral and written proposals, negotiations, representations, commitments and other communications between the parties.

3.6 This Agreement may not be altered, amended or modified except by a writing signed by duly authorized representatives of all parties.

3.7 This Agreement may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

3.8 All notices, requests and other communications to any party hereunder shall be in writing (including facsimile transmission) and shall be given, if to Aetna, to:

Aetna Life and Casualty Company
151 Farmington Avenue
Hartford, Connecticut 06156
Attention: Thomas A. Young, Esq.
Fax: (203) 273-9407

with a copy to:

Davis Polk & Wardwell
450 Lexington Avenue
New York, New York 10017
Attention: Guy M. Struve, Esq.
Fax: (212) 450-4800

if to the Companies, to:

The Aetna Casualty and Surety Company

151 Farmington Avenue
Hartford, Connecticut 06156
Attention: Corporate Secretary
Fax: (860) 293-1361

or at such other address to the attention of such other person as Aetna or the Companies may designate by written notice to the other party hereto. All such notices, requests and other communications shall be deemed received on the date of receipt by the recipient thereof if received prior to 5 p.m. in the place of receipt and such day is a business day in the place of receipt. Otherwise, any such notice, request or communication shall be deemed not to have been received until the next succeeding business day in the place of receipt.

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have executed this Agreement effective as of the date first written above.

AETNA LIFE AND CASUALTY
COMPANY

By *[Signature]*
.....
Richard L. Huber
.....
(Print or Type Name)

Title: Vice Chairman for Strategy
and Finance
Date: November 28, 1995.....

THE AETNA CASUALTY AND
SURETY COMPANY

By *[Signature]*
.....
Robert E. Broatch
.....
(Print or Type Name)

Title: Senior Vice President, Finance
Date: November 28, 1995.....

THE STANDARD FIRE INSURANCE
COMPANY

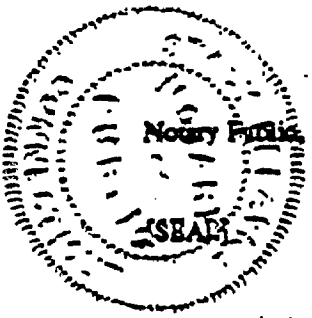
By *[Signature]*
.....
Robert E. Broatch
.....

Title: Senior Vice President, Finance
Date: November 28, 1995.....

STATE OF Connecticut)
COUNTY OF Hartford) ss.:

On the 20th day of November, 1995 before me personally came Richard Le Huber, to me personally known and known to me to be the person described in and who executed the foregoing instrument as Vice Chairman for Strategy and Finance of AETNA LIFE AND CASUALTY COMPANY who being by me duly sworn, did depose and say that he resides at 20 Charter Oak Place, Hartford, Connecticut; that he is Vice Chairman for Strategy and Finance of AETNA LIFE AND CASUALTY COMPANY the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Stacy Selavka
Notary Public



Notary Public, State of Connecticut

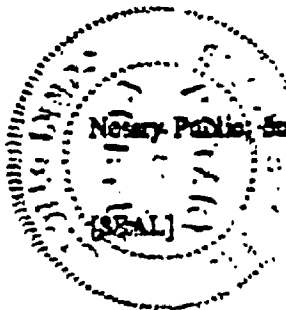
STACY SELAVKA
Notary Public
My Commission Expires May 31, 2000

My commission expires:
May 31, 2000

STATE OF Connecticut)
COUNTY OF Hartford) ss.:

On the 28th day of November, 1995 before me personally came Robert E. Braatch to me personally known and known to me to be the person described in and who executed the foregoing instrument as Senior Vice President, Finance of THE AETNA CASUALTY AND SURETY COMPANY who being by me duly sworn, did depose and say that he resides at 17 Whitehall Place, Farmington, Connecticut; that he is Senior Vice President, Finance of THE AETNA CASUALTY AND SURETY COMPANY the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Stacy Selavka
Notary Public



Notary Public, State of Connecticut

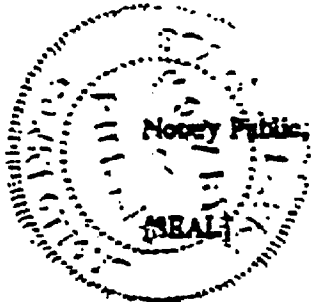
My commission expires:

May 31, 2000

STACY SELAVKA
Notary Public
My Commission Expires May 31, 2000

STATE OF Connecticut)
COUNTY OF Hartford) : ss.:

On the 28th day of November, 1995 before me personally came Robert E. Bratch to me personally known and known to me to be the person described in and who executed the foregoing instrument as Senior Vice President, Finance of THE STANDARD FIRE INSURANCE COMPANY who being by me duly sworn, did depose and say that he resides at 17 Whitehall Place, Farmington, Connecticut; that he is Senior Vice President, Finance of THE STANDARD FIRE INSURANCE COMPANY the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public, State of Connecticut

My commission expires:

May 31, 2000

Stacy Selavka
Notary Public

STACY SELAVKA
Notary Public
My Commission Expires May 31, 2000

Schedule A to the Assignment Agreement

Trade Names

Farmington Casualty Company
Urban Diversified Properties, Inc.
Farmington Holdings, Inc.
Ponderosa Homes
Axis Services, Inc.
ABP Community Urban Redevelopment Corporation
AFF, Inc.
Farmington Management, Inc.
The Standard Fire Insurance Company
The Automobile Insurance Company of Hartford, Connecticut
Community Rehabilitation Investment Corporation
Industry Land Development Company
Industry Partners
AECC, Inc.

Trademarks and Service Marks

<u>Mark</u>	<u>Status</u>	<u>Reg./Ser. No.</u>	<u>Owner Company</u>
Stepping Up	Registered	1,624,267	The Aetna Casualty and Surety Company
Gemini II	Registered	1,656,063	Aetna Information Services, Inc.
RMS Risk Management System	Registered	1,720,713	The Aetna Casualty and Surety Company
Plaurine	Registered	668,055	The Aetna Casualty and Surety Company
IM PAK	Registered	1,740,189	The Aetna Casualty and Surety Company
Budget-Rite	Registered	671,016	The Aetna Casualty and Surety Company
Account	Registered	1,806,409	The Aetna Casualty and Surety Company
Auto-Rite	Registered	697,912	The Aetna Casualty and Surety Company
TBS Total Billing System	Registered	1,843,148	The Aetna Casualty and Surety Company
CABS	Registered	1,154,186	The Aetna Casualty and Surety Company
Drivotrainer	Registered	722,410	The Aetna Casualty and Surety Company
Gemini & Design	Registered	1,240,94	Aetna Technical Services (n/k/a Aetna Services, Inc.)
Scops	Registered	806,518	The Aetna Casualty and Surety Company
Account Master (16)	Registered	1,452,102	The Aetna Casualty and Surety Company
Account Master (36)	Registered	1,462,228	The Aetna Casualty and Surety Company
Custom Property Coverage	Registered	1,513,242	The Aetna Casualty and Surety Company
Benefits Plus	Pending	74/499,130	Aetna Life and Casualty Company
CGS Commercial Group-Sales	Pending	74/731,723	The Aetna Casualty and Surety Company
Coverage Analyzer	Pending	74/528,004	The Aetna Casualty and Surety Company
Farmington Management and Design	Pending	74/681,356	Farmington Management, Inc.
Funeral Care	Pending	74/478,675	The Aetna Casualty and Surety Company
Take Us Along for the Ride of Your Life	Common Law	—	The Aetna Casualty and Surety Company

Select Workshop	Common Law	—	The Actna Casualty and Surety Company
Actna	Common Law	—	The Actna Casualty and Surety Company
Making Up for Lost Time	Common Law	—	The Actna Casualty and Surety Company
Safe at Home	Common Law	—	The Actna Casualty and Surety Company
Arson Alert	Common Law	—	The Actna Casualty and Surety Company
Commander Boat	Common Law	—	The Actna Casualty and Surety Company
Commodore Yacht	Common Law	—	The Actna Casualty and Surety Company
Pilot Boat Program	Common Law	—	The Actna Casualty and Surety Company
PROPAC Property Package Policy	Common Law	—	The Actna Casualty and Surety Company
CPS Commercial Processing System	Common Law	—	The Actna Casualty and Surety Company
Safari	Common Law	—	The Actna Casualty and Surety Company
CBS Commercial Billing System	Common Law	—	The Actna Casualty and Surety Company
Valuable Items Plus	Common Law	—	The Actna Casualty and Surety Company
Eye on DUI	Common Law	—	The Actna Casualty and Surety Company
CAB (Internal Use)			
CLUB (Internal Use)			
Select Commercial Accounts (Internal Use - Note Agreement with ITT/Hartford)			