



11-15-1999

11-09-1999



11/9/99

U.S. Patent & TMOfc/TM Mail Rcpt Dt. #70

ID
R.

101200247

Our Ref.: 3101-78

Commissioner of Patents and Trademarks
Box Assignments, Washington, DC 20231

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Amex Life Insurance Company

Individual(s) Association
 General partnership Limited Partnership
 Corporation-State: California
 Other: _____

3. Nature of conveyance:

Assignment Merger
 Security Assignment Change of Name
 Other: _____

Execution Date: April 23, 1996

2. Name and address of receiving party(ies):
Name: General Electric Capital Assurance Company
Internal Address: _____
Street Address: 6604 West Broad Street

City: Richmond
State/Country: Virginia
Zip: 23230

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State Delaware
 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

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

If this document is being filed together with a new application, the execution date of the application is:

A. Trademark Application No.(s)	B. Trademark Registration No.(s)
(1)	1,905,923 1,905,924
(2)	1,984,179 2,032,508
(3)	

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Frank P. Presta
Internal Address: _____
Street Address: Nixon & Vanderhye P.C.
1100 North Glebe Road
8th Floor
City: Arlington State: VA Zip: 22201

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41) \$ 115.00
 Enclosed
 Authorized to be charged to deposit account #14-1140

8. The Commissioner is hereby authorized to charge any deficiency in the fee(s) filed, or asserted to be filed, or which should have been filed herewith (or with any paper thereafter filed in this application by this firm) to our Account No. 14-1140.

DO NOT USE THIS SPACE

9. Statements 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.

Frank P. Presta *Frank P. Presta* November 9, 1999
Name of Person Signing Signature Date

11/12/1999 DNGUYEN 00000356 1905923
01 FC:481 40.00 OP
02 FC:482 75.00 OP

Total number of pages including cover sheet, attachments and document: 10

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AGREEMENT OF MERGER, WHICH MERGES: "AMEX LIFE ASSURANCE COMPANY", A CALIFORNIA CORPORATION, WITH AND INTO "GENERAL ELECTRIC CAPITAL ASSURANCE COMPANY" UNDER THE NAME OF "GENERAL ELECTRIC CAPITAL ASSURANCE COMPANY", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE TENTH DAY OF MAY, A.D. 1996, AT 12 O'CLOCK P.M.



A handwritten signature in cursive script, reading "Edward J. Freel".

Edward J. Freel, Secretary of State

2313394 8100M

991415990

AUTHENTICATION: 0005900

DATE: 10-04-99

TRADEMARK

REEL: 001988 FRAME: 0084

AGREEMENT AND PLAN OF MERGER
BETWEEN
AMEX LIFE ASSURANCE COMPANY
AND
GENERAL ELECTRIC CAPITAL ASSURANCE COMPANY

This Agreement and Plan of Merger (this "Agreement") is dated as of the 19th day of April, 1996, by and between AMEX Life Assurance Company, a California insurance corporation (hereinafter "AMEX Life"), and General Electric Capital Assurance Company, a Delaware insurance corporation (hereinafter "GECA").

WHEREAS, all issued and outstanding capital stock of AMEX Life, consisting of 2,000,000 shares of common stock, par value \$1.50 per share, is owned by GECA; and

WHEREAS, all outstanding capital stock of GECA, consisting of 17,606,291 shares of Class A common stock, par value \$1.00 per share, 550,000 shares of Class B common stock, par value \$1.00 per share, and 300,000 shares of preferred stock, par value \$1.00 per share, is owned by GNA Corporation, a Washington insurance corporation; and

WHEREAS, the respective Boards of Directors of GECA and AMEX Life deem it advisable to combine the operations of GECA and AMEX Life by merging AMEX Life with and into GECA;

NOW THEREFORE, the parties hereto, by and between their respective Boards of Directors, in consideration of the mutual covenants, agreements and provisions hereinafter contained, do hereby agree upon and prescribe the terms and conditions of such merger and the mode of carrying it into effect, as follows:

ARTICLE I

MERGER AND SURVIVING CORPORATION

- 1.1 Upon the terms and subject to the conditions hereof and in accordance with the provisions pertaining to the merging of domestic and foreign corporations contained in the California Corporations Code and the Delaware General Corporation Law, at the Effective Time, as defined in Section 4.1 below, AMEX Life shall be merged with and into GECA (the "Merger"). GECA shall be the Surviving Corporation (herein so called) in the Merger under the name General Electric Capital Assurance Company.
- 1.2 At the Effective Time, the separate existence of AMEX Life shall cease.

ARTICLE II

TERMS, CONDITIONS AND MODE OF MERGER

- 2.1 The Amended and Restated Certificate of Incorporation of GECA as in effect immediately prior to the Effective Time shall be the Certificate of Incorporation of the Surviving Corporation, and shall not be amended by the Merger.
- 2.2 The Bylaws of GECA as in effect immediately prior to the Effective Time shall be the Bylaws of the Surviving Corporation, and shall not be amended by the Merger.
- 2.3 The directors and officers of GECA immediately prior to the Effective Time shall continue to be the directors and officers of the Surviving Corporation until their respective successors shall have been elected and qualified as provided by the Bylaws of the Surviving Corporation and Delaware law.
- 2.4 AMEX Life hereby agrees, as and when requested by the Surviving Corporation, to execute and deliver or cause to be executed and delivered all such documents, deeds and instruments and to take or cause to be taken such further or other action as the Surviving Corporation may deem necessary or desirable in order to vest in and confirm to the Surviving Corporation title to and possession of any property of AMEX Life acquired or to be acquired by reason of or as a result of the Merger and otherwise to evidence or carry out the intent and purposes hereof.
- 2.5 At the Effective Time, all the property, rights, privileges, franchises, patents, trademarks, licenses, registrations, choses in action, and other assets of every kind and description of AMEX Life shall, to the extent permitted by law, transfer to, vest in and devolve upon the Surviving Corporation without further act or deed.
- 2.6 All liens upon the property of AMEX Life and all rights of creditors, including, without limitation, the rights of insurance policyholders and certificate holders, shall be preserved unimpaired as the liens upon the property of the Surviving Corporation, and all debts, liabilities and duties of AMEX Life shall become the debts, liabilities and duties of the Surviving Corporation and may be enforced against it to the same extent as if said debts, liabilities and duties had been incurred or contracted by the Surviving Corporation.
- 2.7 All appointments heretofore made, and in effect as of the Effective Time, by AMEX Life of persons to act as its licensed agents are hereby ratified and accepted as its own by the Surviving Corporation, effective as of the Effective Time. The Surviving Corporation shall be bound by the acts of said agents in the same manner and to the same degree as was AMEX Life.

ARTICLE III

TREATMENT OF SHARES

- 3.1 Each issued and outstanding share of GECA shall not be affected by the Merger, shall continue to be outstanding at and after the Effective Time without any change and shall continue as a share of the Surviving Corporation.
- 3.2 At the Effective Time, all outstanding shares of AMEX Life shall be cancelled without consideration.

ARTICLE IV

EFFECTIVE TIME

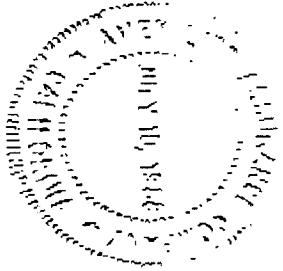
- 4.1 The Merger shall become effective (the "Effective Time") as of 11:59 p.m., June 30, 1996, subject to the receipt of all required approvals of the California Department of Insurance and the Delaware Department of Insurance, upon the filing of all required documents with the Delaware Secretary of State and the California Secretary of State.
- 4.2 Notwithstanding anything to the contrary in this Agreement, this Agreement may be terminated at any time before the Effective Time by the mutual consent of the Boards of Directors of GECA and AMEX Life or by the unilateral action of either of these Boards, if the terminating Board determines, in its sole discretion, that the consummation of this Agreement is, for any reason, inadvisable. Neither GECA nor AMEX Life shall have any liability to any other person by reason of the termination of this Agreement.

ARTICLE V

GOVERNING LAW

- 5.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.

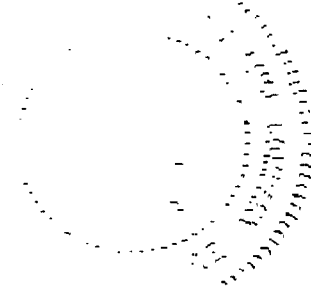
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers on this 19th day of April, 1996.



AMEX LIFE ASSURANCE COMPANY

By: Thomas A. Skiff
Thomas A. Skiff
President

Attest: David N. Kane
David N. Kane
Secretary



GENERAL ELECTRIC CAPITAL ASSURANCE COMPANY

By: Patrick E. Welch
Patrick E. Welch
President

Attest: John W. Attey
John W. Attey
Acting Secretary

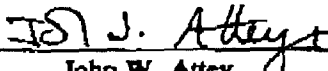
SECRETARY'S CERTIFICATE

OF

GENERAL ELECTRIC CAPITAL ASSURANCE COMPANY

I, John W. Attey, Acting Secretary of General Electric Capital Assurance Company, a Delaware insurance corporation (the "Company"), do hereby certify that the Agreement and Plan of Merger attached hereto was duly approved by the sole stockholder of the Company.

IN WITNESS WHEREOF, I have executed this Secretary's Certificate in my official capacity this 14th day of April, 1996.



John W. Attey
Acting Secretary

SECRETARY'S CERTIFICATE
OF
AMEX LIFE ASSURANCE COMPANY

I, David N. Kane, Secretary of AMEX Life Assurance Company, a California insurance corporation (the "Company"), do hereby certify that the Agreement and Plan of Merger attached hereto was approved by the sole shareholder of the Company.

IN WITNESS WHEREOF, I have executed this Secretary's Certificate in my official capacity this 23rd day of April, 1996.



David N. Kane
Secretary

n:\off\certificates\1996\4-1-3.doc