

11-24-1999

St. Paul Fire and Marine
Insurance Company
Legal Services
5801 Centennial Way, MC 46
Baltimore, MD 21209

MMD
11/17/99



101207715

(410) 205-6322

November 1, 1999

Commissioner of Patents & Trademarks
Box Assignments
Washington, DC 20231

**Re: Trademark Assignment-Correction
Corrected Recordation Sheet**

Dear Sir/Madam:

USF&G Corporation hereby submits for recording a corrected Recordation Cover Sheet to delete a registration from the list of trademarks assigned from USF&G Corporation to The St. Paul Companies, Inc. as a result of a merger. A true copy of the Agreement and Plan of Merger among USF&G Corporation and The St. Paul Companies, Inc. is also enclosed.

The trademark referenced below was not owned by USF&G Corporation and should not have been included in the original assignment.

Assignor:	USF&G Corporation
Assignee:	The St. Paul Companies, Inc. 385 Washington Street St. Paul, MN 55102
Transaction:	Corrected assignment to remove Registration Number 2226999
Executed:	April 24, 1998
Trademark To Be Removed:	Symphony Registration Number: 2226999 Dated: March 2, 1999

11/24/1999 INSUREX 00000429 2226999
 40.00 OP
 01 FC:401

All correspondence regarding the recordation of these assignments should be directed to:

Christina M. Fiorino, Esquire
5801 Smith Avenue, MC46
Baltimore, MD 21209
(Telephone (410) 205-6322)

A filing fee in the amount of \$40.00 is enclosed herewith to cover the recordation remove the registration identified herein.

To the best of my knowledge and belief, the information contained herein is correct and the Agreement of Merger submitted for recordation is a true copy of the original document.

Sincerely,



Christina M. Fiorino
Counsel

CMF:kfs
Encls.

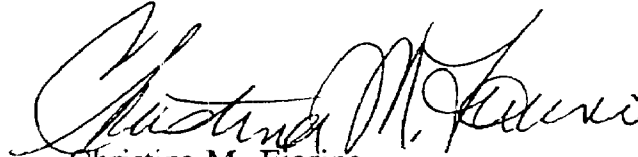
All correspondence regarding the recordation of these assignments should be directed to:

Christina M. Fiorino, Esquire
6225 Centennial Way - LB0301
Baltimore, MD 21209
(Telephone (410) 205-6322)

A filing fee in the amount of \$1190.00 is enclosed herewith to cover the recordation for the 47 applications and registrations identified herein.

To the best of my knowledge and belief, the information contained herein is correct and the Agreement of Merger submitted for recordation is a true copy of the original document.

Sincerely,



Christina M. Fiorino
Counsel

CMF:kfs
Encls.

AGREEMENT AND PLAN OF MERGER

Among

USF&G CORPORATION,

THE ST. PAUL COMPANIES, INC.

and

SP MERGER CORPORATION

Dated as of January 19, 1998

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- Exhibit A-1 - Form of Company Affiliate Letter
- Exhibit A-2 - Form of Parent Affiliate Letter

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER (hereinafter called this "Agreement"), dated as of January 19, 1998 among USF&G Corporation, a Maryland corporation (the "Company"), The St. Paul Companies, Inc., a Minnesota corporation ("Parent"), and SP Merger Corporation, a Maryland corporation and a wholly-owned subsidiary of Parent ("Merger Subsidiary," the Company and Merger Subsidiary sometimes being hereinafter collectively referred to as the "Constituent Corporations").

RECITALS

WHEREAS, the respective boards of directors of each of Parent, Merger Subsidiary and the Company have determined that the merger of Merger Subsidiary with and into the Company (the "Merger") upon the terms and subject to the conditions set forth in this Agreement is advisable and have approved the Merger;

WHEREAS, contemporaneously with the execution and delivery of this Agreement, as a condition and inducement to Parent's and Merger Subsidiary's willingness to enter into this Agreement, the Company is entering into a stock option agreement with Parent (the "Stock Option Agreement"), pursuant to which the Company has granted to Parent an option to purchase Shares (as defined in Section 4.1(a)) under the terms and conditions set forth in the Stock Option Agreement;

WHEREAS, it is intended that, for federal income tax purposes, the Merger shall qualify as a reorganization under the provisions of Section 368(a) of the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder (the "Code"),

WHEREAS, for financial accounting purposes, it is intended that the Merger shall be accounted for as a "pooling-of-interests;" and

WHEREAS, the Company, Parent and Merger Subsidiary desire to make certain representations, warranties, covenants and agreements in connection with this Agreement.

NOW, THEREFORE, in consideration of the premises, and of the representations, warranties, covenants and agreements contained herein, the parties hereto agree as follows:

ARTICLE I

The Merger, Closing, Effective Time

1.1. The Merger. Upon the terms and subject to the conditions set forth in this Agreement, at the Effective Time (as defined in Section 1.3) Merger Subsidiary shall be merged with and into the Company and the separate corporate existence of Merger Subsidiary shall thereupon cease. The Company shall be the surviving corporation in the Merger (sometimes hereinafter referred to as the "Surviving Corporation"), and the separate corporate existence of the Company with all its rights, privileges, immunities, powers and franchises shall continue unaffected by the Merger, except as set forth in Article III. The Merger shall have the effects specified in the Maryland General Corporation Law, as amended (the "MGCL").

1.2. Closing. The closing of the Merger (the "Closing") shall take place (i) at the offices of Sullivan & Cromwell, 125 Broad Street, New York, New York at 9:00 A.M. on the first business day after the day on which the last to be fulfilled or waived of the conditions set forth in Article VII (other than those conditions that by their nature are to be satisfied at the Closing, but subject to the fulfillment or waiver of those conditions) shall be satisfied or waived in accordance with this Agreement or (ii) at such other place and time and/or on such other date as the Company and Parent may agree in writing (the "Closing Date").

1.3. Effective Time. As soon as practicable following the Closing, the Company and Parent will cause Articles of Merger (the "Maryland Articles of Merger") to be executed, acknowledged and filed with and accepted for record by the State Department of Assessments and Taxation of Maryland (the "Department") as provided in Section 3-107 of the MGCL. The Merger shall become effective at the time the Department accepts for record the Maryland Articles of Merger or at such later time agreed by the Company and Parent and established under the Maryland Articles of Merger, not to exceed 30 days after the Maryland Articles of Merger are accepted for record by the Department (the "Effective Time").

Trademark

Registration Number, Date/
Application Serial Number

First Annuity	1,540,840 5/23/89
Five Star	2,058,224 2/18/97
Intrepid	1,951,233 1/23/96
Life In A Box	1,854,301 9/13/94
MarketLink Program	1,993,043 8/13/96
Maximus	1,855,960 9/27/94
Miscellaneous Design (Octagon)	75/266,412
Nemax	2,152,990 4/21/98
Nemax & Design	2,111,397 11/4/97
Nemesis	75/119,081
Octagon	75/252,123
Performance Design Program	2,153,002 4/21/98
Premier Homeowners Policy	1,631,870 1/15/91
Prosperity	74/651,810
Structured Claim Settlements	1,802,290 11/2/93
Symphony	75/131,512
Systems Continuity Coverage	75/196,387
Ten Pin Program	2,109,947 10/28/97

Delete

Trademark

Registration Number,Date/
Application Serial Number

The Difference Is Understanding	1,914,268 8/22/95
The Eagle's Challenge Series	1,573,830 12/26/89
The USF&G Business Foundation	2,034,276 1/28/97
Tier One	2,159,825 5/26/98
United States Fidelity and Guaranty Company & Design	1,305,275 11/13/84
USF&G Blueprint Program for Contractors	1,932,281 10/31/95
USF&G Corporation	1,303,078 10/30/84
USF&G Insurance	1,303,079 10/30/84
USF&G Insurance and Design	1,926,663 10/10/95
USF&G Insurance Newscan	1,311,039 12/25/84
Vision-Pak	74/716,462
Visionary Program for Technology	75/104,669
We Get IT	75/271,579
Wealthmaster	1,945,872 1/2/96