FORM PTO-1618A
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OMB 0651-0027

04-27-2000

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U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

MRD 4.3.00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- [X] New
- [ ] Resubmission (Non-Recordation) Document ID #
- [ ] Correction of PTO Error Reel # Frame #
- [ ] Corrective Document Reel # Frame #

Conveyance Type

- [X] Assignment
- [ ] License
- [ ] Security Agreement
- [ ] Nunc Pro Tunc Assignment
- [ ] Merger
- [ ] Change of Name
- [ ] Other

Effective Date Month Day Year: 8 6 99

Conveying Party

[ ] Mark if additional names of conveying parties attached

Execution Date Month Day Year: 08 06 99

Name: The Prudential Insurance Company of America

Formerly:

[ ] Individual [ ] General Partnership [ ] Limited Partnership [X] Corporation [ ] Association

[ ] Other

[X] Citizenship/State of Incorporation/Organization: U.S.A./New Jersey

Receiving Party

[ ] Mark if additional names of receiving parties attached

Name: Aetna Life Insurance Company

DBA/AKA/TA:

Composed of:

Address (line 1): 151 Farmington Avenue

Address (line 2):

Address (line 3): Hartford (City) Connecticut/U.S.A. (State/Country) 06156 (Zip Code)

[ ] Individual [ ] General Partnership [ ] Limited Partnership

[X] Corporation [ ] Association

[ ] Other

[ ] 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.)*

[X] Citizenship/State of Incorporation/Organization: U.S.A./Connecticut

FOR OFFICE USE ONLY

04/26/2000 DCOATES 00000124 1814031

01 FC:481 40.00 OP
02 FC:482 550.00 OP

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

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: Jane M. Condron

Address (line 1): Aetna

Address (line 2): 151 Farmington Avenue

Address (line 3): RC4A

Address (line 4): Hartford, CT 06156

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 15

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	Attachment A	

Number of Properties

Enter the total number of properties involved. # 23

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ 590.00

Method of Payment: Enclosed [X] 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.

Jane M. Condron	Jane M Condron	March 24, 2000
Name of Person Signing	Signature	Date Signed

ATTACHMENT A
TO
PTO RECORDATION FORM COVER SHEET

Trademark/Service Mark	Status	Reg. No.
Dentalsmart	Registered	2,137,548
DMO	Registered	1,394,347
Getting Bigger and Design	Registered	2,032,956
Giving You A Reason To Smile	Registered	2,061,646
Health & Fitness Advantage	Registered	2,083,453
Healthsketch	Registered	1,505,096
Healthsketch and Design	Registered	1,505,097
Healthsmart	Registered	1,653,618
Healthsmart (Stylized)	Registered	1,584,610
Institutes of Quality	Registered	1,605,906
MDO	Registered	1,918,353
Mix 'N' Max	Registered	1,869,959
Mix 'N' Max (Stylized)	Registered	1,878,872
Our Experience Is Your Greatest Benefit	Registered	1,921,159
PDO	Registered	1,921,159
Prescriptions By Mail	Registered	2,036,282
Rock-A-Bye-Baby	Registered	1,993,806
Starting Right	Registered	1,977,845
Starting Right and Design	Registered	1,977,844
The Brighter Alternative	Registered	1,960,492
The Brighter Alternative For You and Your Family	Registered	1,937,130
What Else Can We Do For You	Registered	2,242,082
Working For Health	Registered	1,562,861

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS

THIS ASSIGNMENT, effective the 6th day of August, 1999 from The Prudential Insurance Company of America, a corporation organized and existing under the laws of the State of New Jersey and having its principal place of business at 751 Broad Street, Newark, New Jersey 07102-3777, (hereinafter referred to as ASSIGNOR), to AETNA LIFE INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Connecticut and having its principal place of business at 151 Farmington Avenue, Hartford, Connecticut 06156, (hereinafter referred to as ASSIGNEE),

W I T N E S S E T H:

WHEREAS ASSIGNOR is the owner of all right, title and interest in and to the trademarks and service marks set forth on Schedule A attached hereto, and the registrations and applications for registration thereof ("The Marks");

WHEREAS ASSIGNEE is a wholly-owned subsidiary of ASSIGNOR, and ASSIGNEE is desirous of acquiring the entire right, title and interest in and to The Marks, and ASSIGNOR is desirous of transferring its rights in The Marks to ASSIGNEE;

NOW THEREFORE, in consideration of One Dollar ($1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, ASSIGNOR does hereby sell, assign and transfer unto ASSIGNEE all right, title and interest in and to The Marks, the right to recover

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for past infringement thereof, and all good will of the businesses in connection with which The Marks are used and which is appurtenant thereto, and which is symbolized by The Marks.

AETNA LIFE INSURANCE COMPANY

By: William Cassazza
Name: William J. Cassazza
Title: Vice President, Deputy General Counsel and Corporate Secretary

STATE OF CONNECTICUT)
) ss.
COUNTY OF HARTFORD)

On the 24th day of March, 2000, before me personally appeared William J. Cassaza, to me known, who being by me duly sworn did depose and say that he is the Vice President, Deputy General Counsel and Corporate Secretary of , Aetna Life Insurance Company, the corporation named in and which executed the foregoing instrument; that she signed his name thereto on behalf of the corporation pursuant to the authority of the Board of Directors of said corporation.

Lorie R. Pieterse
Notary Public

My Commission Expires LORIE R. PIETERSE NOTARY PUBLIC My Commission Expires Aug. 31, 2002

SCHEDULE A

Trademark/Service Mark	Status	Reg. No.
Dentalsmart	Registered	2,137,548
DMO	Registered	1,394,347
Getting Bigger and Design	Registered	2,032,956
Giving You A Reason To Smile	Registered	2,061,646
Health & Fitness Advantage	Registered	2,083,453
Healthsketch	Registered	1,505,096
Healthsketch and Design	Registered	1,505,097
Healthsmart	Registered	1,653,618
Healthsmart (Stylized)	Registered	1,584,610
Institutes of Quality	Registered	1,605,906
MDO	Registered	1,918,353
Mix 'N' Max	Registered	1,869,959
Mix 'N' Max (Stylized)	Registered	1,878,872
Our Experience Is Your Greatest Benefit	Registered	1,921,159
PDO	Registered	1,921,159
Prescriptions By Mail	Registered	2,036,282
Rock-A-Bye-Baby	Registered	1,993,806
Starting Right	Registered	1,977,845
Starting Right and Design	Registered	1,977,844
The Brighter Alternative	Registered	1,960,492
The Brighter Alternative For You and Your Family	Registered	1,937,130
What Else Can We Do For You?	Registered	2,242,082
Working For Health	Registered	1,562,861

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT, dated as of August 6, 1999, is by and between THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a New Jersey mutual life insurance company ("***Assignor***"), and AETNA INC., a Connecticut corporation ("***Assignee***").

RECITALS

WHEREAS, pursuant to the Asset Transfer and Acquisition Agreement, dated as of December 9, 1998, by and among Assignor, PRUCO INC., a New Jersey corporation and a wholly-owned subsidiary of Assignor (***"Assignor Sub"***), Assignee, and AETNA LIFE INSURANCE COMPANY, a Connecticut insurance company and a wholly-owned subsidiary of Assignee ("***Assignee Sub***") (as amended, the "***Acquisition Agreement***"), Assignor and Assignor Sub, concurrently herewith, are selling, and Assignee and Assignee Sub are acquiring, the Business (such term and, except as otherwise defined herein, all other capitalized terms used herein, shall have the meanings set forth in the Acquisition Agreement) and certain related assets of Assignor and Assignor Sub as described in the Acquisition Agreement, including, without limitation, certain intellectual property of Assignor, upon the terms and subject to the conditions set forth in the Acquisition Agreement; and

WHEREAS, in consideration of the transactions contemplated by the Acquisition Agreement, Assignor desires to sell, assign and transfer 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 A 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 purchase, and accept the assignment and transfer 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 sell, assign and transfer to Assignee, and its successors and assigns, its entire right, title and interest (subject to the agreement listed on Schedule B attached

hereto) 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 together with the portion of the business of Assignor to which those Marks apply, which business is ongoing and existing; (iv) all income, royalties, damages and payments in respect of the Marks which become due or payable following the Closing; 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 which occurs following the Closing; provided, however, that Assignor shall retain (a) all right, title and interest in and to any income, royalties, damages and payments in respect of the Marks due or payable prior to the Closing and (b) all causes of action (either in law or equity) and the right to sue, counterclaim and recover for any infringement of the Marks which occurred prior to the Closing.

Assignor hereby agrees to execute all papers and to perform such other proper acts as Assignee or its successors or assigns may deem reasonably necessary to secure for Assignee or to its successors or assigns, or to evidence the rights, hereby transferred.

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TRADEMARK
REEL: 002060 FRAME: 0636

WHEREFORE, Assignor has caused this Trademark Assignment Agreement to be duly executed below, on the date indicated.

Date: August 6, 1999

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

By: _____

Name: Arthur J. Powell, Jr.
Title: Vice President

Agreed and Acknowledged:

AETNA INC.

By: _____

Name: Alfred P. Quirk, Jr.
Title: Vice President, Finance and Treasurer

227886.07-New YorkS7A

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

I, a notary public, in and for the county and state aforesaid, do hereby certify that Arthur J. Powell, Jr. personally known to me to be the Vice President of Prudential Insurance Company of America, a New Jersey Mutual Life Insurance Company, appeared before me this day in person and acknowledged that he signed the above and foregoing instrument as his free and voluntary act and as the free and voluntary act of said insurance company pursuant to authority granted to him by the board of directors of said insurance company for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 6th day of August, 1999.

Notary Public

STEPHEN H. SCHMIDT
Notary Public, State of New York
No. 01SC5083060
Qualified in New York County
Commission Expires Aug. 4, ~~1999~~ 2001

My commission expires: _____

227886.09-New YorkS7A

TRADEMARK/SERVICE MARK REGISTRATIONS

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

Mark	Class(es)	App. No.	Filed
DENTALSMART	35	2,137,548	02/17/98
DMO	36	1,394,347	05/20/86
GETTING BIGGER	42	2,032,956	01/21/97
GIVING YOU A REASON TO SMILE	36	2,061,646	05/13/97
HEALTH & FITNESS ADVANTAGE	35	2,083,453	07/29/97
HEALTHSKETCH	35, 42	1,505,096	09/20/88
HealthSketch	35, 42	1,505,097	09/20/88
HEALTHSMART	16	1,653,618	08/13/91
HEALTHSMART	16	1,584,610	02/27/90
INSTITUTES OF QUALITY	36, 42	1,605,906	07/10/90

TRADEMARK
REEL: 002060 FRAME: 0639

Mark	Class(es)	App. No.	Filed
[1]	42	1,811,259	12/14/93
LIFESTYLES A HEALTH PROMOTION PROGRAM[2]	42	1,794,549	09/21/93
MDO	36	1,918,353	09/12/95
MIX 'N' MAX	36	1,869,959	12/27/94
Mix 'N' Max	36	1,878,872	02/14/95
OUR EXPERIENCE IS YOUR GREATEST BENEFIT	36	1,921,159	09/19/95
PRESCRIPTIONS BY MAIL (Supplemental Register)	42	2,036,282	02/04/97
ROCK-A-BYE BABY	36	1,993,806	08/13/96
STARTING RIGHT	41, 42	1,977,845	06/04/96
	41,42	1,977,844	06/04/96

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[1] A Declaration of Use under Sections 8 and 15 is due by December 14, 1999. This mark is no longer in use and, accordingly, the registration will be cancelled unless use is renewed and a Section 8 Declaration can be filed.

[2] A Declaration of Use under Sections 8 and 15 is due by September 21, 1999. This mark is no longer in use and, accordingly, the registration will be cancelled unless use is renewed and a Section 8 Declaration can be filed.

TRADEMARK
REEL: 002060 FRAME: 0640

THE BRIGHTER ALTERNATIVE	36	1,960,492	03/05/96
THE BRIGHTER ALTERNATIVE FOR YOU AND YOUR FAMILY	36	1,937,130	11/21/95
WHAT ELSE CAN WE DO FOR YOU?	42	2,242,082	04/27/99
WORKING FOR HEALTH	41, 42	1,562,681	10/24/89
PDO	36	1,918,352	09/12/95

TRADEMARK
REEL: 002060 FRAME: 0641

PRUDENTIAL HEALTHCARE PLAN, INC.

Mark	Class(es)	App. No.	Filed
BETTER BEGINNINGS[3]	36, 41, 42	1,814,031	12/28/93

[3] A Declaration of use under Sections 8 and 15 is due by December 28, 1999. This mark is no longer in use and, accordingly, the registration will be cancelled unless use is renewed and a Section 8 Declaration can be filed.

TRADEMARK
REEL: 002060 FRAME: 0642

Mark Reg./Ser. No.	Opposing Mark Reg./Ser. No.	Other Party	Date of Agreement	Background/Status
HEALTHSMART (Regs. No. 1,584,610 and 1,653,618)	HEALTHMART HEALTHSMART (Reg. No. 1,533,657) HEALTH MART (Reg. No. 1,208,869 [concurrent use]) HEALTH MART and Design (Reg. No. 1,508,747 [concurrent use])	HealthMart, Inc. Carrollton, TX	11/08/90	Agreement settling HealthMart's opposition to Prudential's registration of HEALTHSMART as a newsletter name. The parties agreed that: (1) HealthMart and its associated companies would not use HEALTHMART or HEALTSMART alone on a newsletter, except that the combination HEALTHMART HEALTHSMART could be used on a newsletter distributed to HealthMart's franchisees; (2) Prudential would not use HEALTHMART or HEALTHSMART or any combination of those terms in connection with consulting services in the field of drug store advertising; contests for students concerning chemical abuse; personal care preparations; or retail drugstore services. Both parties agreed not to cancel the other's registrations or enjoin the other's use of the above terms for their respective goods and services.