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Attorney Docket No.: 209892.5003

101569882

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

1. Name of conveying party(ies):

Colonial Penn Insurance Company

Handwritten initials and date: UPB 12-11-00

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

Conseco Direct Life Insurance Company
399 Market Street, 5th Floor
Philadelphia, PA 19181

3. Nature of conveyance:

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

Execution Date: November 14, 2000

- Individual(s) citizenship:
- Association:
- General Partnership:
- Limited Partnership:
- Corporation-State: PA
- Other:

If assignee is not domiciled in the U.S., a domestic representative designation is attached: Yes; No

(Designations must be a separate document from Assignment)

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

A. Trademark Application No.(s): see schedule A

B. Trademark Registration No.(s): see schedule A

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

Roberta Jacobs-Meadway
AKIN, GUMP, STRAUSS, HAUER & FELD, L.L.P.
One Commerce Square
2005 Market Street, 22nd Floor
Philadelphia, PA 19103-7086
Telephone: 215-965-1200
Facsimile: 215-965-1210
E-Mail: rjacobs-meadway@akingump.com

6. Total number of applications and registrations involved: [13]

7. Total fee (37 CFR 3.41) Cal. 1 x \$40.00 = \$ **40.00**
 12 x \$25.00 = \$ **300.00**
\$ 340.00

8. A check in the amount of \$340.00 is enclosed to cover the fee incurred in connection with the filing of this application. Should any additional fees be required in connection with this application, please charge such fees to our Attorney's Miscellaneous Account 50-1017.

12/29/2000 6TON11 00000051 1362432

01 FC:481 40.00 OP
02 FC:482 300.00 OP

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.

Roberta Jacobs-Meadway
Name of Person

Handwritten signature of Roberta Jacobs-Meadway
Signing Signature

12/8/00
Date

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

OMB No. 0651-0011 (exp. 4/94)

I HEREBY CERTIFY THAT THIS CORRESPONDENCE IS BEING DEPOSITED WITH THE UNITED STATES POSTAL SERVICE AS FIRST CLASS MAIL IN AN ENVELOPE ADDRESSED TO: U.S. PATENT AND TRADEMARK OFFICE, OFFICE OF PUBLIC RECORDS, CRYSTAL GATEWAY 4, ROOM 335, WASHINGTON, DC 20231 ON THE DATE INDICATED BELOW.

BY *Carole Anderson*

DATE *12-08-00*

TRADEMARK ASSIGNMENT AND LICENSE-BACK

Parties: Colonial Penn Insurance Company ("Assignor")
a Pennsylvania corporation
500 Virginia Drive
Fort Washington, PA 19034
Facsimile: (267) 468-3472

Conseco Direct Life Insurance Company ("Assignee")
a Pennsylvania corporation
399 Market Street, 5th Floor
Philadelphia, PA 19181
Facsimile: (215) 928-6431

Dated: November 14, 2000

Background

A. General Electric Capital Corporation was the owner of certain trademarks, service marks, trade names and logos (the "Marks", as defined in Section 1.6 of this Agreement).

B. On November 4, 1997, General Electric Capital Corporation transferred ownership of the Marks to GE Financial Assurance Holdings, Inc. The transfer of ownership with respect to those marks that are registered or for which applications are pending in the U.S. Patent and Trademark Office ("PTO") was recorded on March 12, 1998 at Reel/Frame 1703/0910, and a duplicative recording was made on the same date at Reel/Frame 1739/0411. On February 4, 1999, GE Financial Assurance Holdings, Inc. transferred ownership of the Marks to Assignor. The transfer of ownership with respect to those marks that are registered or for which applications are pending in the PTO was recorded on March 11, 1999 at Reel/Frame 1868/0765.

C. The parties are entering into this Agreement pursuant to which Assignor sells, assigns and transfers to Assignee and Assignee acquires any and all of the right, title and interest of the Assignor in the Marks, and the goodwill associated with the Marks, on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the above and the mutual promises set forth in this Agreement, and intending to be legally bound, the parties agree as follows:

Section 1: Definitions

The following terms (in both the singular and plural form) shall have the following meanings:

1.1 "Affiliate" means with respect a party to this Agreement, any Person who, directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such party. For purposes of this definition, "controls", "controlled by" and "under common control with" mean the possession, direct or indirect, of the power to direct or cause the direction of the management, policies or action of a Person, whether through the ownership of voting securities, by contract, or otherwise.

1.2 "Effective Date" means November 14, 2000.

1.3 "Liability" means any suit, action, proceeding at law or in equity, claim (groundless or otherwise), liability, loss, damage, payment, deficiency, settlement, penalty, fine, cost and legal and other expense (including reasonable attorney fees and disbursements).

1.4 "License-Back" has the meaning set forth in Section 3.1.

1.5 "License-Back Term" has the meaning set forth in Section 3.1.

1.6 "Marks" mean those trademarks, trade names, service marks, logos, and any registrations or applications therefor listed on Schedule A of this Agreement, and any domain names which incorporate all or any of the foregoing.

1.7 "Name Change" has the meaning set forth in Section 3.2.

1.8 "Person" means any individual, sole proprietorship, joint venture, partnership, corporation, association, cooperative, trust, estate, governmental body, administrative agency, regulatory authority, or other entity of any nature.

1.9 The term "including" means "including but not limited to."

Section 2: Assignment

2.1 Assignment of Marks. As of the Effective Date, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Marks, whether statutory or at common law, including all applications and registrations thereof, together with the goodwill symbolized by the Marks and the right to sue and collect damages for past infringements of the Marks. Assignor will execute such additional documents as may be reasonably requested by Assignee to evidence or confirm the assignment of the Marks from GE Financial Assurance Holdings, Inc. to Assignor and from Assignor to Assignee, and will file or will cause to be filed and recorded with the PTO the transfer of ownership of the Marks from GE Financial Assurance Holdings, Inc. to the Assignor and from the Assignor to the Assignee.

2.2 Certain Restrictions on Assignee. Notwithstanding any other provision of this Agreement to the contrary, for a period of five (5) years from the Effective Date hereof, Assignee will not use or authorize any third party to use the Marks in connection with automobile insurance, homeowners' insurance, umbrella coverage, legal expense/legal services insurance, credit property & casualty insurance (involuntary unemployment and property), non-credit involuntary unemployment insurance, home protection insurance (deductible reimbursement and emergency cash) and contractual liability coverage (collectively referred to as "property or casualty insurance").

2.3 Certain Restrictions on Assignor. Notwithstanding any other provision of this Agreement to the contrary, during the License-Back Term.

(a) Assignor will not use (or authorize an Affiliate to use) any of the Marks unless Assignor (or an Affiliate) was using any of the Marks on the Effective Date in connection with such property or casualty insurance as Assignor (or such Affiliate) was marketing, underwriting, issuing or administering on the Effective Date; and

(b) Assignor (or an Affiliate) may only continue to use any such Mark(s) in connection with such property or casualty insurance as Assignor (or such Affiliate) was marketing, underwriting, issuing or administering on the Effective Date. In connection therewith, Assignor (or its Affiliate) may grant limited sublicenses to use such Marks on behalf of Assignor (or the Affiliate) in connection with the usual and customary marketing activities (including Internet marketing) related to such property or casualty insurance as Assignor (or such Affiliate) was marketing, underwriting, issuing or administering on the Effective Date. This subparagraph (b) shall not prohibit the Assignor or an Affiliate whose name includes the words "Colonial Penn" from identifying the underwriting company in connection with the marketing, underwriting, issuing or administering of property or casualty insurance or health insurance (but only with respect to health insurance identified in the Administrative Services Agreement dated September 30, 1997 between Colonial Penn Life Insurance Company and Colonial Penn Insurance Company and the Administrative Services Agreement dated September 30, 1997 between Colonial Penn Life Insurance Company and Colonial Penn Franklin Insurance Company) during the License-Back Term.

2.4 Assignment Price. The total price for the assignment of the Marks from Assignor to Assignee shall be, Two Million Six Hundred Fifty Thousand Dollars (\$2,650,000) payable within fifteen (15) calendar days from the Effective Date.

Section 3: License-Back

3.1 License-Back Generally. Upon the transfer of the Marks pursuant to Section 2, Assignee shall be deemed to have granted to Assignor a personal, non-transferrable, non-exclusive, royalty free license (the "License-Back") of the Marks for a term not to exceed two (2) years from the transfer of the Marks to Assignee (the "License-Back Term"). Assignee shall be deemed to have granted to Assignor a non-

exclusive, royalty free license for the continued utilization of the Marks Colonial Penn® and CPDirect,® solely by Colonial Penn de Mexico, exclusively in Mexico for a term not to exceed ten (10) years from the transfer of those Marks to the Assignee. In connection therewith, Assignor may grant limited sublicenses to use such Marks on behalf of Assignor (or its Affiliate) in connection with the usual and customary marketing activities (including Internet marketing) related to such property or casualty insurance as Assignor (or such Affiliate) was underwriting or administering on the Effective Date. The parties shall cooperate fully and will file or cause to be filed all documents necessary to enable the assignment of the Marks and will take all actions necessary to effectuate and implement the change of corporate names of Colonial Penn Insurance Company, Colonial Penn Franklin Insurance Company, Colonial Penn Madison Insurance Company, CP General Agency, Inc. Colonial Penn Communications Corporation, CPI Investment, Inc. and Conseco Direct Life Insurance company within the License-Back Term.

3.2 Phase-out. During the License-Back Term, Assignor shall cause to be changed the trade names and service marks of Colonial Penn Insurance Company, Colonial Penn Franklin Insurance Company, Colonial Penn Madison Insurance Company, CP General Agency, Inc., Colonial Penn Communications Corporation and CPI Investment, Inc. and any other Affiliate or third party licensee whose corporate name, trade name and/or service mark consists, in whole or in part of any of the Marks (the "Name Change"). Assignor shall notify Assignee within thirty (30) days of the completion of the Name Change, at which time the License-Back Term will terminate, and Assignor shall have no further rights to use the Marks, except to the extent necessary in connection with the collection of premiums, payment of claims, renewal and maintenance of policies in force at the end of the License-Back Term and originally marketed in connection with the Marks; provided, however, that neither the Assignor nor any Affiliate of Assignor may use the Marks or the words "Colonial," "Penn" or "Colonial Penn" after the License-Back Term in connection with any insurance or financial products or services, including the marketing of add-ons or upgrades to existing policies.

Section 4: Quality Control and Protection of Licensed Property

4.1 During the License-Back Term. During the License-Back Term, Assignor agrees that:

(a) All advertising and promotional materials involving the Marks shall be consistent with the quality image theretofore associated with the Marks.

(b) The services rendered under the Marks shall be consistent with the quality of services theretofore associated with the Marks.

(c) The services in connection with which the Marks will be used shall be rendered in accordance with then applicable laws and regulations.

(d) All uses by Assignor of the Marks shall inure to the benefit of Assignee, and such use shall not affect the validity of the Marks or their applications or registrations;

(e) Assignor shall not, during the License-Back Term or thereafter, do anything which impairs Assignee's ownership of or the validity of the Marks.

(f) In the event Assignor shall become aware of any infringement by third parties of any of the Marks, Assignor shall promptly notify Assignee in writing of such infringement or use, and shall supply such information as is reasonably necessary or desirable in relation thereto. During the License-Back Term, Assignee will take all reasonable and necessary actions, at its own cost and expense, to maintain the validity, effectiveness, and use rights of the registrations for the Marks.

(g) Upon Assignee's request, Assignor will cooperate fully, at Assignee's expense, in confirming, perfecting, preserving and enforcing Assignee's rights in the Marks. Without limiting the generality of the foregoing, upon Assignee's request, Assignor shall execute such documents as may be necessary to further confirm Assignee's rights in the Marks.

(h) Assignor's use of the Marks will be consistent with Assignor's prior use of the Marks. Assignor's and Assignee's use of the Marks will be in compliance with all applicable laws or regulations governing the use of the Marks.

Section 5: Representations and Warranties

5.1 Assignor's Representations and Warranties. Assignor makes the following representations, warranties and covenants to Assignee and shall provide Assignee with any and all documents reasonably required or requested by Assignee at any time and from time to time to support such representations, warranties and covenants:

(a) Assignor's Intellectual Property. Assignor owns all right, title and interest in and to the Marks and has all necessary power, licenses, clearances and other authorizations to transfer the Marks to Assignee as contemplated hereby.

(b) Infringement. To the best of Assignor's knowledge, neither the use of the Marks by the Assignor nor the use of the marks pursuant to the License-Back in accordance with the terms of this Agreement infringes or otherwise violates the proprietary rights of any Person under any trademark, copyright, trade secret or otherwise; and

(c) Third Parties. Assignor is not, as of the date of this Agreement: (i) a party to any litigation enforcing or defending its rights in, to or with respect to any of the Marks; (ii) aware of any claims or demands made or threatened by any Person involving the validity of its rights in, to or with respect to any of the Marks; or (iii) aware

of any trademarks or other intellectual property rights owned or controlled by any third party which may infringe or be infringed by any of the Marks.

5.2 General Representations and Warranties. Each of Assignor and Assignee represents and warrants as follows:

(a) Power and Authorization. It has all requisite power and authority (corporate and otherwise) to enter into this Agreement, and has duly authorized by all necessary action the execution and delivery hereof by the officer or individual whose name is signed on its behalf below.

(b) No Conflict. Its execution and delivery of this Agreement and the performance of its obligations hereunder, do not and will not conflict with or result in a breach of or a default under its organizational instruments or any other agreement, instrument, order, law or regulation applicable to it or by which it may be bound.

(c) Enforceability. This Agreement has been duly and validly executed and delivered by it and constitutes its valid and legally binding obligation, enforceable in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency or other laws of general application relating to or affecting the enforcement of creditors' rights and except as enforcement is subject to general equitable principles.

Section 6: Indemnification

6.1 Generally. Each party shall defend, indemnify and hold harmless the other, its Affiliates and their respective officers, directors, shareholders, employees, licensees, agents, successors and assigns from and against any and all Liabilities which any of them may incur or become obligated to pay arising out of or resulting from the breach by indemnitor of any of its representations, warranties, covenants, obligations, agreements or duties under this Agreement. Neither party shall have any duty, however, whether under this Agreement or otherwise, to defend, indemnify or hold harmless with respect to any Liability which arises out of or results from any fraud, knowing misrepresentation or deception by or on behalf of the other party.

6.2 Procedure. Promptly after learning of the occurrence of any event which may give rise to its rights under the provisions of this Section, each indemnitee hereunder shall give written notice of such matter to indemnitor. The indemnitee shall cooperate with the indemnitor in the negotiation, compromise and defense of any such matter. The indemnitor shall be in charge of and control such negotiations, compromise and defense and shall have the right to select counsel with respect thereto, provided that the indemnitor shall promptly notify the indemnitee of all developments in the matter. In no event shall the indemnitee compromise or settle any such matter without the prior consent of the indemnitor, which shall not be bound by any such compromise or settlement absent its prior consent, which shall not be unreasonably withheld or delayed.

Section 7: Miscellaneous

7.1 Notices. All notices, consents, or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to be duly given: (a) when delivered personally, (b) when transmitted by facsimile, (c) three days after being mailed by first class certified mail, return receipt requested, postage prepaid, or (d) one business day after being sent by a nationally recognized express courier service, postage or delivery charges pre-paid, to the parties at the respective addresses or facsimile numbers set forth on the first page of this Agreement or to such other addresses or facsimile numbers of which the parties may give notice in accordance herewith.

7.2 Relationship between Parties. The relationship between Assignee on the one hand and Assignor on the other is that of independent contractors, and not partners, joint venturers or agents. Neither party has any authority to bind the other party in any manner. Neither party will be liable for any debts or liabilities of the other party, and, except as otherwise provided in this Agreement, each party will be responsible for its own expenses incurred in performing its obligations under this Agreement.

7.3 Entire Understanding. This Agreement, together with any Exhibits and Schedules to this Agreement, state the entire understanding between the parties with respect to the subject matter hereof and supersede all earlier and contemporaneous oral and written communications and agreements with respect to the same subject matter. Except as expressly provided herein, neither this Agreement, nor any Exhibit or Schedule to this Agreement, may be amended or modified except in a written document signed by both parties.

7.4 Additional Documents. Each of the parties hereto shall take or cause to be taken all actions, or do or cause to be done all things, or execute and deliver any and all documents, instruments and writings, necessary, convenient, proper or advisable to consummate, make effective, and carry out the terms and provisions of this Agreement.

7.5 Parties in Interest. This Agreement will bind, benefit, and be enforceable by the parties, and their respective successors and permitted assigns. Neither party may transfer any of its rights or obligations under this Agreement to any third party without the prior written consent of the other parties hereto, which consent will not be unreasonably withheld.

7.6 No Waivers. No failure to exercise, delay in exercising, or single or partial exercise of any right, power or remedy by either party, and no course of dealing between the parties, will constitute a waiver of, or will preclude any other or further exercise of, the same or any other right, power or remedy.

7.7 Severability. If any provision of this Agreement is construed to be invalid, illegal or in unenforceable, then the remaining provisions will not be affected thereby and will be enforceable without regard thereto.

7.8 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered will be an original hereof, and it will not be necessary in making proof of this Agreement, and will not affect its interpretation.

7.9 Section Headings. Section and subsection headings are for convenience of reference only, do not constitute part of this Agreement, and will not affect its interpretation.

7.10 Governing Law. This Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania, without reference to choice of law principles.

WITNESS THE DUE EXECUTION AND DELIVERY HEREOF AS OF THE DATE FIRST STATED ABOVE.

COLONIAL PENN INSURANCE COMPANY

BY: *Henry H. Wulsin*

NAME: Henry H. Wulsin

TITLE: CEO

CONSECO DIRECT LIFE INSURANCE COMPANY

BY: *Robert F. Vickery*

NAME: ROBERT F. VICKERY

TITLE: EVP

AGREE/GECOLTM8.DOC

Schedule A

MARKS

<u>MARK</u>	<u>REGISTRATION NO.</u>
COLONIAL PENN®	1,362,432
COLONIAL PENN	1,658,504
Plus Revolutionary Figure Design®	
CP Design®	0,872,770
GUARDING YOUR FUTURE®	1,649,683
Revolutionary Figure Design®	1,652,586
COLONIAL CARE®	1,509,548
FRIENDS OF COLONIAL PENN®	1,890,117
MATURE-CARE 65	1,087,469
COLONIAL PENN SAFE DRIVE CENTER®	2,123,339
CPDIRECT®	2,122,464
COORDINATED CARE	0,826,553
DAY ONE	1,096,261

SERIAL NO.

COLONIAL PENN ROADSIDE ASSISTANCE PLAN (Abandoned) 74/589,555

DOMAIN NAME

friends of colonialpenn.com
colonialpennsafedrivercenter.com
colonialpenn.com
cpdirect.com