

03-05-2001



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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Submission Type

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

Conveyance Type

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

Effective Date
Month Day Year
11 3 00

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year **11 3 00**

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual General Partnership Limited Partnership 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.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

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)

<input type="text" value="75/549602"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

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.

FAYE A. DION

Name of Person Signing

Faye Dion

Signature

12-1-00

Date Signed

TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT, dated as of November 3, 2000, is by and between AETNA INTERNATIONAL, INC., a Connecticut corporation with a registered address at 151 Farmington Avenue, Hartford, Connecticut 06156, U.S.A. ("Assignor"), and AETNA U.S. HEALTHCARE INC., a Pennsylvania corporation with a registered address at 980 Jolly Road, Blue Bell, Pennsylvania 19422, U.S.A. ("Assignee").

RECITALS

WHEREAS, the Assignor's parent company AETNA INC. ("Parent") and Assignee intend to enter into a distribution agreement ("Distribution Agreement") as contemplated by the Agreement and Plan of Restructuring and Merger ("Restructuring Plan"), dated July 19, 2000, by and among ING GROEP N.V., a corporation organized under the laws of the Netherlands, ING AMERICA INSURANCE HOLDINGS, INC., a Delaware corporation, ANB ACQUISITION CORP., a Connecticut corporation, and Assignor;

WHEREAS, in consideration of the transactions contemplated by the Distribution Agreement and the Restructuring Plan, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the trademarks, service marks, trade names, trademark registrations and applications set forth on Schedule 1 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 accept the assignment 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 assign to Assignee, and its successors and assigns, its entire right, title and interest 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; (iv) all income, royalties, damages and payments in respect of the Marks; 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.

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

This agreement shall be construed in accordance with the laws of the Commonwealth of Pennsylvania without regard to choice of law provisions.

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

AETNA INTERNATIONAL, INC.

By: Sherry L. Chapman
Name: Sherry L. Chapman
Title: ASSISTANT CORPORATE SECRETARY

Sworn and subscribed before me this 3rd day of November, 2000.

Lisa A. Bennett
Notary

Lisa A. Bennett
NOTARY PUBLIC
My Commission Expires Feb 28, 2002

Agreed and Acknowledged:

AETNA U.S. HEALTHCARE INC.

By: Paige L. Falasco
Name: PAIGE L. FALASCO
Title: ASSISTANT CORPORATE SECRETARY

Sworn and subscribed before me this 3rd day of November, 2000.

Lisa A. Bennett
Notary

Lisa A. Bennett
NOTARY PUBLIC
My Commission Expires Feb 28, 2002

Schedule 1

MARKS

Registered Trademarks and Pending Trademark Applications

<u>Country</u>	<u>Mark</u>	<u>Registration/ Application No.</u>	<u>Registration/ Application Date</u>
BRAZIL	Passport to Healthcare	App#820854840	18-Aug-98
	Passaporte Saúde	App#813101301	18-Aug-98
	Pasaporte Para a Saúde	App#820854859	18-Aug-98
UNITED STATES	PASSPORT TO HEALTHCARE	App#75/549602	08-Sept-98