

04-06-2001



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

MAR 21 2001

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

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

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
- 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.)

- Citizenship/State of Incorporation/Organization

04/06/2001 DBYRNE 00000043 2137543

FOR OFFICE USE ONLY

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

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

TRADEMARK
REEL: 002265 FRAME: 0203

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"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="SEE ATTACHMENT A"/> | <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 A. Dion
Signature

3-14-2001

Date Signed

ATTACHMENT A
TO
PTO RECORDATION FORM COVER SHEET

| <u>Trademark/Service Mark</u> | <u>Status</u> | <u>Reg. No.</u> |
|---|----------------------|------------------------|
| 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 | 1,918,352 |
| 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 | 1,562,681 |

04-27-2000



101335449

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

MRD 4.3.00

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Submission Type

- New
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 - 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

Name Execution Date
Month Day Year

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

04/27/2000 DCOATES 00000124 1814031

01:481
02:482

40.00 OP
550.00 OP

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Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20513

REEL: 002265 FRAME: 0206

Domestic Representative Name and Address

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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

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Mark if additional numbers attached

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Trademark Application Number(s)

Registration Number(s)

| | | |
|----------------------|----------------------|----------------------|
| <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" value="See Attachment A"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text"/> | <input type="text"/> | <input type="text"/> |

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Fee Amount

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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.

Jane M. Condron

Name of Person Signing

Signature

March 24, 2000

Date Signed

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.

[Remainder of Page Intentionally Left Blank]

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

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 M. SCHMIDT
Notary Public, State of New York
No. 01SC5083060
Qualified in New York County
Commission Expires AUG. 4, ~~1999~~

My commission expires: _____ 2001

TRADEMARK/SERVICE MARK REGISTRATIONS

THE PRUDENTIAL INSURANCE COMPANY OF AMERICA

| <u>Mark</u> | <u>Class(es)</u> | <u>App. No.</u> | <u>Filed</u> |
|--|------------------|-----------------|--------------|
| 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 |

| <u>Mark</u> | <u>Class(es)</u> | <u>App. No.</u> | <u>Filed</u> |
|--|------------------|-----------------|--------------|
|  | 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 |
|  | 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 |

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.

| | | | |
|---|--------|-----------|----------|
| 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 |

PRUDENTIAL HEALTHCARE PLAN, INC.

| <u>Mark</u> | <u>Class(es)</u> | <u>App. No.</u> | <u>Filed</u> |
|--------------------------------|------------------|-----------------|--------------|
| 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.

| 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 HEALTHSMART 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. |