

10-30-2001

2018



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Form PTO-1594 R
Rev. 03/01
OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

Fidelity and Guaranty Life
Insurance Company

- Individual(s)
- General Partnership
- Corporation-State
- Other Maryland Stock Insurer
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: Effective as of 9/27/01

2. Name and address of receiving party(ies)

Name: St Paul Insurance Companies, Inc.

Internal Address: c/o Pam Aufderhar

Street Address: 385 Washington St. MC 517 A

City: St. Paul State: MN Zip: 55102

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Minnesota Insurance Corp.

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)
See Attached

B. Trademark Registration No.(s)
See Attached

Additional number(s) attached Yes No

1308315

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

Name: Josh Bressler

Internal Address: _____
Sullivan & Cromwell

Street Address: 125 Broad Street

City: NY State: NY Zip: 10004

6. Total number of applications and registrations involved: _____

6

7. Total fee (37 CFR 3.41).....\$ 165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

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.

Joshua R. Bressler
Name of Person Signing

Signature

10-17-01

Date

12

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

10/29/2001 TBIAZI 00000164 1308315

01 FC:481
02 FC:482

40.00
125.00

SCHEDULE A

<u>Trademark or Service Mark</u>	<u>U.S. Registration No.</u> <u>(where applicable)</u>
F&G and Design	1,308,315
F&G Annuity	1,531,241
F&G Life Insurance	1,763,272
F&G Securities, Inc.	1,654,494
F&G Securities, Inc. and design	1,598,901
Fidelity and Guaranty Life Insurance Company and design	1,299,867

Any and all other FIDELITY AND GUARANTY and F&G trademarks and service marks, and derivatives thereof.

**TRADEMARK ASSIGNMENT
AND
ACKNOWLEDGMENT**

THIS TRADEMARK ASSIGNMENT AND ACKNOWLEDGMENT (this "**Assignment**") is effective this 27th day of September, 2001, by Fidelity and Guaranty Life Insurance Company, a Maryland stock insurer, having its principal place of business at 1001 Fleet Street, Baltimore, Maryland 21202, hereinafter referred to as "**Assignor**", and The St. Paul Companies, Inc., a Minnesota general business corporation, having its principal place of business at 385 Washington Street, MC 517A, St. Paul, Minnesota 55102, hereinafter referred to as "**Assignee**."

WITNESSETH:

WHEREAS, Assignor is desirous of assigning, and Assignee is desirous of acquiring, Assignor's entire right, title and interest in and to the trademarks, service marks, and registrations therefor identified on Schedule A attached hereto (collectively, "**Trademarks**").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer, set over and convey unto Assignee and its successors and assigns, as of the date first above written, its entire right, title and interest in and to the Trademarks, including the right to and full benefit of such priorities as may now or hereafter be granted by local law, international convention or treaty in and to the Trademarks and including the good will of the business symbolized by the Trademarks and all common law rights associated with the Trademarks, any and all rights of enforcement with respect thereto, including all rights to sue or recover for the past, present and future misappropriation, infringement or other violation thereof, and any and all causes of action related thereto.

ALL OF THE FOREGOING set forth in the immediately preceding paragraph shall be held and enjoyed by Assignee for its own use and for the use of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this transfer to Assignee had not been made.

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be executed as of the date first above written.

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

By: 

Name: Bruce A. Backberg
Title: Senior Vice President and
Corporate Secretary

FIDELITY AND GUARANTY LIFE INSURANCE COMPANY

By: _____

Name:
Title:



DE PINNA
35 Piccadilly London W1J 0LJ
Telephone: +44 (0)20 7208 2900 Facsimile: +44 (0)20 7208 0066 DX No. 48521 Piccadilly 2



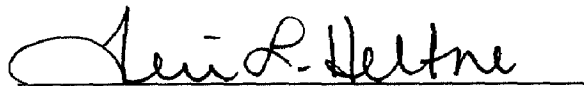
TRADEMARK
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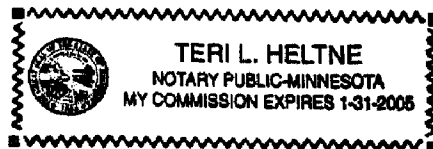
STATE OF MINNESOTA)

COUNTY OF Ramsey)

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Bruce A. Backberg, a Senior Vice President and Corporate Secretary of St. Paul Fire and Marine Insurance Company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of such Corporation, and that he executed the same for and as the act of such Corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19th day of September, 2001.


Notary Public



IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be executed as of the date first above written.

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

By: _____
Name:
Title:

FIDELITY AND GUARANTY LIFE INSURANCE COMPANY

By: Chris Conklin
Name: Chris Conklin
Title: Vice President

STATE OF MARYLAND)

COUNTY OF Baltimore City

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Chris Conkle, a JP of Fidelity and Guaranty Life Insurance Company, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of such Corporation, and that he executed the same for and as the act of such Corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19th day of September, 2001.

Heather D. Lipe
Notary Public

My Comm. Exps. 3/8, 2003

SCHEDULE A

<u>Trademark or Service Mark</u>	<u>U.S. Registration No.</u> <u>(where applicable)</u>
F&G and Design	1,308,315
F&G III	
F&G Annuity	1,531,241
F&G Brokerage, Inc.	
F&G Life Bonus 555	
F&G Life Insurance	1,763,272
F&G Life 555	
F&G LifeAssurance UL	
F&G Net	
F&G Securities, Inc.	1,654,494
F&G Securities, Inc. and design	1,598,901
Fidelity & Guaranty Assignment LLC	
Fidelity and Guaranty Life	
Fidelity & Guaranty Life	
Fidelity and Guaranty Life Insurance Company	
Fidelity and Guaranty Life Insurance Company and design	1,299,867

Any and all other FIDELITY AND GUARANTY and F&G trademarks and service marks, and derivatives thereof.

NY12525: 278238.4

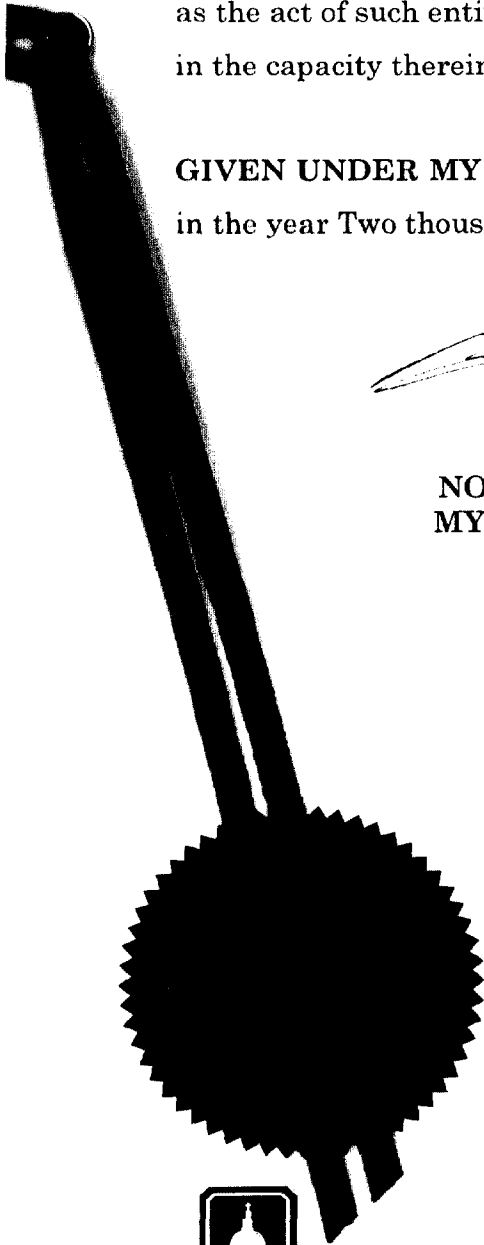
UNITED KINGDOM OF GREAT BRITAIN)
CITY OF LONDON, ENGLAND) SS.



BEFORE ME, the undersigned authority, a Notary Public in and for the said City of London, England, on this day personally appeared **MARTIN CHARLES MURRAY**, the Secretary of **OLD MUTUAL PLC**, known to me to be the person whose name is subscribed to the annexed Instrument and acknowledged to me that the same was the act of such entity, and that he executed the same for and as the act of such entity for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this first day of October in the year Two thousand and One.

RICHARD GRAHAM ROSSER
NOTARY PUBLIC LONDON, ENGLAND
MY COMMISSION EXPIRES WITH LIFE



**TRADEMARK ASSIGNMENT
AND
ACKNOWLEDGMENT**

THIS TRADEMARK ASSIGNMENT AND ACKNOWLEDGMENT (this "Assignment") is effective this 27th day of September, 2001, by Fidelity and Guaranty Life Insurance Company, a Maryland stock insurer, having its principal place of business at 1001 Fleet Street, Baltimore, Maryland 21202, hereinafter referred to as "Assignor", and The St. Paul Companies, Inc., a Minnesota general business corporation, having its principal place of business at 385 Washington Street, MC 517A, St. Paul, Minnesota 55102, hereinafter referred to as "Assignee."

WITNESSETH:

WHEREAS, Assignor is desirous of assigning, and Assignee is desirous of acquiring, Assignor's entire right, title and interest in and to the trademarks, service marks, and registrations therefor identified on Schedule A attached hereto (collectively, "Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby sell, assign, transfer, set over and convey unto Assignee and its successors and assigns, as of the date first above written, its entire right, title and interest in and to the Trademarks, including the right to and full benefit of such priorities as may now or hereafter be granted by local law, international convention or treaty in and to the Trademarks and including the good will of the business symbolized by the Trademarks and all common law rights associated with the Trademarks, any and all rights of enforcement with respect thereto, including all rights to sue or recover for the past, present and future misappropriation, infringement or other violation thereof, and any and all causes of action related thereto.

ALL OF THE FOREGOING set forth in the immediately preceding paragraph shall be held and enjoyed by Assignee for its own use and for the use of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this transfer to Assignee had not been made.

IN WITNESS WHEREOF, each of Assignor and Assignee has caused this Assignment to be executed as of the date first above written.

THE ST. PAUL COMPANIES, INC.

By: _____
Name:
Title:

FIDELITY AND GUARANTY LIFE INSURANCE COMPANY

By: _____
Name:
Title:

ACKNOWLEDGED:

OLD MUTUAL PLC

By: *M. C. Murray*
Name: M. C. MURRAY
Title: *Group Company Secretary*
As of
Date: September 27, 2001

SCHEDULE A

<u>Trademark or Service Mark</u>	<u>U.S. Registration No.</u> <u>(where applicable)</u>
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F&G Life 555	
F&G LifeAssurance UL	
F&G Net	
F&G Securities, Inc.	1,654,494
F&G Securities, Inc. and design	1,598,901
Fidelity & Guaranty Assignment LLC	
Fidelity and Guaranty Life	
Fidelity & Guaranty Life	
Fidelity and Guaranty Life Insurance Company	
Fidelity and Guaranty Life Insurance Company and design	1,299,867

Any and all other FIDELITY AND GUARANTY and F&G trademarks and service marks, and derivatives thereof.

NY12525: 278238.4