

05-29-2002

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



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

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

1. Name of conveying party(ies):

Connecticut Mutual Life Insurance Company

5-20-02

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State Connecticut
- Other _____

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

2. Name and address of receiving party(ies)

Name: Massachusetts Mutual Life Insurance Company

Internal

Address: B193

Street Address: 1295 State Street

City: Springfield State: MA Zip: 01111

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Massachusetts
- Other _____

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

3. Nature of conveyance:

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

Execution Date: February 29, 1996

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

1,974,833

Additional number(s) attached Yes No

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

Name: Richard P. Ferrara, Esq.

Internal Address: Fish & Richardson P.C.

Street Address: 45 Rockefeller Plaza, Suite 2

City: New York State: NY Zip: 10111

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

MAY 20 2002

DO NOT USE THIS SPACE

9. Signature.

Carol M. Johnson, Esq.
Name of Person Signing

Signature

May 16, 2002
Date

11

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

05/28/2002 TBIAZ1 00000119 1974833

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40.00 OP

TRADEMARK
REEL: 002515 FRAME: 0014

CERTIFICATE OF REINCORPORATION

BE IT KNOWN THAT, WHEREAS, Massachusetts Mutual Life Insurance Company, a corporation organized and existing under the Laws of the Commonwealth of Massachusetts, and Connecticut Mutual Life Insurance Company, a corporation organized and existing under the Laws of the State of Connecticut, have filed an Agreement of Merger in this office, duly approved by the Commissioner of Insurance of the Commonwealth of Massachusetts, to merge Connecticut Mutual Life Insurance Company into Massachusetts Mutual Life Insurance Company, the surviving corporation, under the name of :

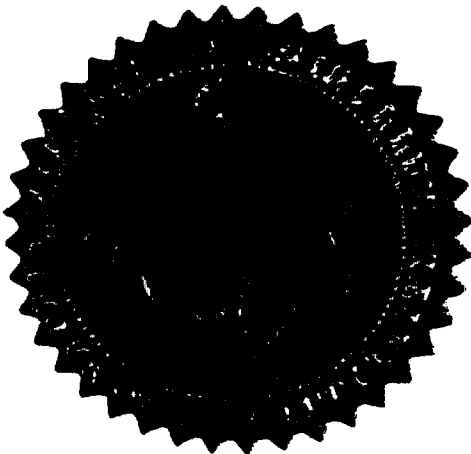
MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY

Said corporation shall be the continuation of the above and be subject to the benefit of all provisions of Chapter 175 of the General Laws of the Commonwealth of Massachusetts, and of all Acts in amendment thereof or in addition thereto.

NOW, THEREFORE, I, WILLIAM FRANCIS GALVIN, Secretary of the Commonwealth of Massachusetts, do hereby certify that the above-named Massachusetts Mutual Life Insurance Company and Connecticut Mutual Life Insurance Company are hereby merged into one corporation under the Laws of the Commonwealth of Massachusetts effective February 29, 1996 , under the name of

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY

with the powers, rights and privileges and subject to the limitations, duties and restrictions which by law appertain thereto.



WITNESS my official signature hereunto subscribed and the Great Seal of the Commonwealth of Massachusetts hereunto affixed this first day of March in the year of Our Lord one thousand nine hundred and ninety-six.

William Francis Galvin

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

AMENDED AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER dated as of September 13, 1995, as amended by Amendment No. 1, dated as of December 13, 1995, by and between Massachusetts Mutual Life Insurance Company, a Massachusetts mutual life insurance company ("MM"), and Connecticut Mutual Life Insurance Company, a Connecticut mutual life insurance company ("CM") (MM and CM being hereinafter sometimes collectively referred to as the "Constituent Companies").

WHEREAS, the Board of Directors of MM and the Board of Directors of CM deem it advisable and in the best interests of the policyholders and members of their respective companies to effect the merger of CM with and into MM (the "Merger") upon the terms set forth herein and subject to the conditions set forth in Article VII hereof.

WHEREAS, the parties intend that, following the Merger, the Surviving Company will continue the historic business of CM and of MM or use a significant portion of the historic business assets of CM and of MM in a business.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements set forth herein, MM and CM hereby agree as follows:

ARTICLE I—DEFINITIONS

Section 1.1 *Definitions*. When used in this Agreement, the following words or phrases have the following meanings:

"Admitted Assets" shall mean, as to any Person, the total assets of such Person as of December 31, 1994 as shown on line 24 of page 2 of the 1994 Annual Statement of such Person.

"Affiliate" shall mean a Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with another Person or, with respect to any insurance company, beneficially owns or has the power to vote or holds proxies representing ten percent (10%) or more of the voting securities of such other Person. For purposes of this definition, "control", including the terms "controlling" and "controlled", means the power to direct the management and policies of a Person, directly or indirectly, whether through the ownership of voting securities or partnership or other ownership interests, by contract or otherwise.

"Agreement" shall mean this Agreement and Plan of Merger, as it may be amended, supplemented or restated from time to time.

"Alternate Transaction" shall mean, with respect to either party to this Agreement, directly or indirectly, any merger, consolidation, sale or transfer (including through reinsurance) of all or substantially all the Assets of such party, or any other direct or indirect reorganization or business combination, including by means of demutualization and stock acquisition, of such party, in each case, with or by another Person.

"Annual Statements" shall mean, with respect to any Person, the annual statements of such Person filed with or submitted to the insurance regulatory body in the jurisdiction in which such Person is domiciled on forms prescribed or permitted by such regulatory body.

"Assets" shall mean all rights, titles, franchises and interests in and to every type of property, real, personal and mixed, and choses in action thereunto belonging, including, but not limited to, Investment Assets, Intellectual Property, Contracts, Licenses, leaseholds, privileges and all other assets whatsoever, tangible or intangible.

"CERCLIS" shall mean the Comprehensive Environmental Response, Compensation, and Liability Information System.

"Certificate of Merger" shall mean a certificate of merger in such form as required by, and executed and acknowledged in accordance with, the relevant provisions of the Connecticut Nonstock Corporation Law.

"CM" shall have the meaning set forth in the preamble to this Agreement.

"CM Admitted Assets" shall mean the Admitted Assets of CM.

"CM Annuity Contract" shall mean any annuity Contract issued by a CM Insurer.

"CM Broker-Dealer" shall mean any of CM and any CM Subsidiary that conducts activities of a broker or dealer, as such terms are defined in Section 3(a) of the Exchange Act, whether or not registered under the Exchange Act.

MM in accordance with the applicable provisions of the Laws of the Commonwealth of Massachusetts and the State of Connecticut and the separate existence of CM shall thereupon cease, and MM, which shall be the surviving company (hereinafter sometimes referred to as the "Surviving Company"), shall continue its corporate existence under the Laws of the Commonwealth of Massachusetts under the name "Massachusetts Mutual Life Insurance Company". From and after the Effective Time, the Surviving Company shall possess all the Assets and other rights, privileges, immunities, powers and purposes of each of the Constituent Companies and shall be liable for all of the Liabilities of the Constituent Companies, all to the full extent provided in Section 19A of the Massachusetts Insurance Law and Section 481 of the Connecticut Nonstock Corporation Law.

Section 2.2 Effective Time. As soon as is practicable following the execution of this Agreement, the parties shall cause this Agreement to be provided to the Massachusetts Commissioner in accordance with, and in such form as required by, Section 19A of the Massachusetts Insurance Law and the regulations promulgated thereunder, and to the Connecticut Commissioner in accordance with Section 153 of the Connecticut Insurance Law, in each case together with all other documents as may be required by the applicable Law. Subject to the conditions set forth in Article VII of this Agreement, the Merger shall become effective (the "Effective Time") as of the last to occur of (a) the filing of this Agreement with the approval of the Massachusetts Commissioner endorsed thereon with the Massachusetts Secretary of State, (b) the filing of the Certificate of Merger and a Certificate of the Connecticut Commissioner approving and authorizing the Merger with the Connecticut Secretary of State, and (c) such later time as the parties may designate in such filings.

Section 2.3 Charter and By-laws of the Surviving Company. Immediately following the Effective Time, the charter of MM, as in effect immediately prior to the Effective Time, shall be the charter of the Surviving Company until thereafter changed or amended as provided therein or by Law. The by-laws of the Surviving Company, until changed or amended as provided therein or by Law, shall be as attached as Exhibit A hereto.

Section 2.4 Board of Directors and Officers.

(a) MM and CM shall take action (i) to cause the number of directors comprising the full Board of Directors of the Surviving Company at the Effective Time of the Merger to be twenty-three (23) Persons and (ii) to cause fourteen (14) of such directors reasonably satisfactory to CM to be designated prior to the Effective Time of the Merger by MM (the "MM Designees"), and nine (9) of such directors reasonably satisfactory to MM to be designated prior to the Effective Time of the Merger by CM (the "CM Designees"). One of the MM Designees shall be Thomas B. Wheeler, and one of the CM Designees shall be David E. Sams, Jr. MM and CM shall take all action necessary to cause (i) Mr. Sams to be a member of the class of directors of the Board of Directors of the Surviving Company to serve until the 1999 annual meeting and (ii) to the greatest extent practicable, the MM Designees and the CM Designees to serve in equal numbers in each of the Surviving Company's four classes of directors until the 1996 annual meeting, 1997 annual meeting, 1998 annual meeting and 1999 annual meeting.

(b) The Surviving Company's Board of Directors shall take action to cause Mr. Wheeler to be elected Chairman and Chief Executive Officer of the Surviving Company and Mr. Sams to be elected President and Chief Operating Officer of the Surviving Company, effective as of the Effective Time. If, prior to the Effective Time, any of the MM Designees or CM Designees shall decline or be unable to serve as a director, MM (if such Person was an MM Designee) or CM (if such Person was a CM Designee) shall designate another Person to serve in such Person's stead, which Person shall be reasonably acceptable to the other party. If prior to the Effective Time, either of Messrs. Wheeler or Sams shall decline or be unable to serve as a director or officer, the Surviving Company's Board of Directors shall designate another Person to serve in such Person's stead. If, after the Effective Time, during his or her first term as a director of the Surviving Company, any of the CM Designees or the MM Designees shall decline or be unable to serve as a director of the Surviving Company for any reason, the remaining MM Designees (if such Person was an MM Designee) or CM Designees (if such Person was a CM Designee) shall designate another Person to serve in such Person's stead for the remaining balance of such Person's term, and such designee shall be reasonably acceptable to the other party's designees.

(c) The Surviving Company's Board of Directors shall take action to cause the Surviving Company to establish an Office of the Chief Executive, to be comprised of the Chairman and Chief Executive Officer, the President and Chief Operating Officer, and the Vice Chairman and Chief Administrative Officer. The responsibilities of the Office of the Chief Executive shall be as set forth in the Rules and Regulations of the Board of Directors of the Surviving Company.

"DEFRA" shall mean the Deficit Reduction Act of 1984.

"Effective Time" shall have the meaning set forth in Section 2.2 hereof.

"Environmental Claim" shall mean any written notice by a Person alleging actual or potential Liability (including, but not limited to, potential Liability for any investigatory cost, cleanup cost, governmental response cost, natural resources damage, property damage, personal injury, or penalty) arising out of, based on or resulting from (a) the presence, transport, disposal, discharge or release of any Hazardous Substance at any location, whether or not owned by a party, or (b) circumstances forming the basis of any violation, or alleged violation, of any Environmental Law.

"Environmental Laws" shall mean all applicable federal, state, local and foreign Laws or common Laws and legally binding administrative or judicial interpretations thereof, relating to pollution or protection of human health from the effects of pollution or the environment (including, but not limited to, ambient air, surface water, ground water, land surface or subsurface strata), including, but not limited to, Laws relating to emissions, discharges, releases or threatened releases of Hazardous Substances, or otherwise relating to the manufacture, processing, distribution, use, existence, treatment, storage, disposal, transport, recycling, reporting or handling of Hazardous Substances, but not including zoning and land use Laws.

"ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

"ERISA Affiliate" shall mean, with respect to any Person, any trade or business, whether or not incorporated, that together with such Person would be deemed a single employer within the meaning of Section 4001 of ERISA.

"Exchange Act" shall mean the Securities Exchange Act of 1934, as amended and the rules and regulations of the SEC promulgated thereunder.

"Financial Statements" shall mean balance sheets, statements of operations, statements of changes in capital or surplus and cash flow, including, but not limited to, all notes, schedules, exhibits and other attachments thereto, whether consolidated, combined or separate, audited or unaudited or prepared in accordance with SAP or GAAP.

"GAAP" shall mean generally accepted accounting principles applied on a consistent basis, subject, in the case of unaudited interim Financial Statements, to normal year-end audit adjustments.

"Governing Advisory Authorities" shall have the meaning set forth in Section 4.12(g) hereof.

"Governmental Approvals" shall mean the CM Governmental Approvals and the MM Governmental Approvals, together.

"Governmental Entity" shall mean a court, executive office, legislature, governmental agency, commission, or administrative, regulatory or self-regulatory authority or instrumentality, domestic or foreign.

"Hazardous Substances" shall mean chemicals, pollutants, contaminants, hazardous wastes, toxic or hazardous substances, as defined or regulated pursuant to Environmental Laws, including, but not limited to, asbestos or asbestos-containing materials, polychlorinated biphenyls, pesticides and oils, petroleum and petroleum products as those terms are defined in or regulated pursuant to the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. §§ 300.1 *et seq.* and other Environmental Laws.

"HSR Act" shall mean the Hart-Scott-Rodino Antitrust Improvements Act of 1976, as amended.

"Includible Subsidiary" shall mean any Subsidiary that is an includible corporation as defined in Section 1504 of the Code.

"Indemnified Liabilities" shall have the meaning set forth in Section 6.7(a) hereof.

"Indemnified Parties" shall have the meaning set forth in Section 6.7(a) hereof.

"Insurance Contract" shall mean any Contract of insurance (as defined in Section 2 of the Massachusetts Insurance Law and Section 1(10) of the Connecticut Insurance Law) or reinsurance.

"Insurance License" shall mean a License granted by a Governmental Entity to engage in an insurance or reinsurance business.

"Intellectual Property" shall mean marks, names, trademarks, service marks, patents, patent rights, assumed names, logos, copyrights, trade names, inventions, protected formulae, computer software, as well as related documentation and manuals, policy forms, training materials and underwriting manuals and all applications for registration of such items with any Governmental Entity, licenses and research and development relating thereto.

those transactions raised upon audit by the United States Department of Labor) in connection with which CM or any CM ERISA Affiliate, any CM Plan, any such trust, or any trustee or administrator thereof, or any party dealing with any CM Plan or any such trust could be subject to either a civil penalty assessed pursuant to Section 409 or 502(i) of ERISA or a tax imposed pursuant to Section 4975 or 4976 of the Code upon CM or any ERISA Affiliate of CM which is reasonably likely to result in a CM Material Adverse Effect.

(g) No CM Plan or any trust established thereunder has incurred any "accumulated funding deficiency" (as defined in Section 302 of ERISA and Section 412 of the Code), whether or not waived, as of the last day of the most recent fiscal year of each CM Plan ended prior to the Effective Time which is reasonably likely to result in a CM Material Adverse Effect; and all contributions required to be made with respect thereto (whether pursuant to the terms of any CM Plan or otherwise) on or prior to the Effective Time have been timely made.

(h) Except as set forth in Section 4.13(h) of the CM Disclosure Schedule, CM does not contribute to any "multiemployer pension plan," as defined in Section 3(37) of ERISA or a plan described in Section 413(c) of the Code or Section 4063(a) of ERISA.

(i) Except as set forth in Section 4.13(i) of the CM Disclosure Schedule, each CM Plan has been operated and administered in all material respects in accordance with its terms and applicable Law, including but not limited to ERISA and the Code, except where the failure to be so operated and administered is not, individually or in the aggregate, reasonably likely to result in a CM Material Adverse Effect.

(j) Except as set forth in Section 4.13(j) of the CM Disclosure Schedule, each CM Plan intended to be "qualified" within the meaning of Section 401(a) of the Code has received a favorable determination letter from the IRS covering TEFRA, DEFRA and REA and/or the Tax Reform Act of 1986 and, to the Knowledge of CM, there are no circumstances reasonably likely to result in a failure of any such CM Plan to be so qualified.

(k) No amounts payable under the CM Plans will fail to be deductible for federal income tax purposes by virtue of Section 280G of the Code, except as set forth in Section 4.13 of the CM Disclosure Schedule (which schedule shall include estimated amounts of such nondeductible payments).

(l) Except as set forth in Section 4.13(l) of the CM Disclosure Schedule, no CM Plan provides benefits, including without limitation death or medical benefits (whether or not insured), with respect to current or former employees of CM or any ERISA Affiliate of CM beyond their retirement or other termination of service (other than (i) coverage mandated by applicable law or (ii) death benefits or retirement benefits under any "employee pension plan," as that term is defined in Section 3(2) of ERISA).

(m) Except as set forth in Section 4.13(m) of the CM Disclosure Schedule, the consummation of the transactions contemplated by this Agreement will not (i) entitle any current or former employee or officer of CM or any ERISA Affiliate of CM or of any general agent of CM to severance pay, unemployment compensation, success bonus, change in control payment or incentive compensation, or (ii) accelerate the time of payment or vesting, or increase the amount of compensation due any such employee or officer.

(n) Except as set forth in Section 4.13(n) of the CM Disclosure Schedule, there are no pending, or, to the Knowledge of CM, threatened, claims by or on behalf of any CM Plan, by any beneficiary covered under any such CM Plan, or by any Governmental Entity, or otherwise involving any such CM Plan (other than routine claims for benefits) which are, individually or in the aggregate, reasonably likely to result in a CM Material Adverse Effect.

Section 4.14 *Assets.*

(a) Except as set forth in Section 4.14(a) of the CM Disclosure Schedule and except for Assets disposed of since June 30, 1995 in the ordinary course of business: (i) CM and each CM Subsidiary has good title to all Assets that are disclosed or otherwise reflected in its June 30, 1995 Quarterly Statement or unaudited GAAP Financial Statements for the six (6) months ended June 30, 1995, as the case may be, and all Assets acquired thereafter, and all such Assets are owned by such Persons free and clear of all Liens, other than Permitted Liens, and none of the bonds, notes, debentures and other evidences of indebtedness that constitute Investment Assets, disclosed or otherwise reflected in its June 30, 1995 Quarterly Statement or unaudited GAAP Financial Statements for the six (6) months ended June 30, 1995, as the case may be, or acquired thereafter, are, to the Knowledge of CM, as of the date of this Agreement, not realizable in accordance with their terms except to the extent otherwise generally reflected as an impairment or an investment reserve in such Financial Statements; (ii) CM and each CM Subsidiary owns good and indefeasible, marketable fee simple title to, or has a valid leasehold interest in, all real property that is material to the conduct of its business or is otherwise of a type that would be required to be specifically disclosed by a CM Insurer in Schedule A of its Annual Statement, free and clear of all Liens, other

than Permitted Liens; (iii) CM and each CM Subsidiary owns, or has a valid leasehold interest in or has a valid right under Contract to use, all personal property that is material to the conduct of its business, free and clear of all Liens, other than Permitted Liens; and (iv) CM and each CM Subsidiary has the right to use, free and clear of any royalty or other payment obligations, claims of infringement or alleged infringement or other Liens, other than Permitted Liens and other than contractual agreements with respect to licensing and maintenance fees, all Intellectual Property that is material to the conduct of its business, all of which (other than related documentation, manuals, training materials and policy forms), as of the date of this Agreement, is listed in Section 4.14(a) of the CM Disclosure Schedule; and neither CM nor any CM Subsidiary is in conflict with or violation or infringement of, nor has CM or any CM Subsidiary received any notice of any such conflict with or violation or infringement of, any asserted rights of any other Person with respect to any Intellectual Property listed in Section 4.14(a) of the CM Disclosure Schedule that, individually or in the aggregate, is reasonably likely to result in a CM Material Adverse Effect.

(b) To the Knowledge of CM, no sales or brokerage commission or fee or other compensation is or will be payable in connection with any CM Real Property as a result of the consummation of the transactions contemplated hereby.

Section 4.15 *Environmental Matters.*

(a) Except as set forth in Section 4.15(a) of the CM Disclosure Schedule, each of CM and the CM Subsidiaries is, and, to the Knowledge of CM, any CM Real Properties that are owned or managed by CM or a CM Subsidiary, are, in substantial compliance in all material respects with all applicable Environmental Laws, which compliance includes, but is not limited to, the possession of all Licenses required under Environmental Laws and substantial compliance with the material terms and conditions thereof. Except as set forth in Section 4.15(a) of the CM Disclosure Schedule, neither CM nor any CM Subsidiary has received since January 1, 1990 any written communication, whether from a Governmental Entity, citizens' group, employee or otherwise, that alleges that CM or any CM Subsidiary or any CM Real Properties that are owned or managed by CM or a CM Subsidiary is not in such substantial compliance, and, to the Knowledge of CM, there are no circumstances that may prevent or interfere with such substantial compliance in the future. All material Licenses pursuant to Environmental Laws held on the date hereof by CM or any CM Subsidiary are identified in Section 4.15(a) of the CM Disclosure Schedule and represent all material Licenses pursuant to Environmental Laws necessary for the conduct of business of CM and the CM Subsidiaries as currently conducted in all material respects. Neither CM nor any CM Subsidiary has been notified by any Governmental Entity that any such License will be materially modified, suspended or revoked or cannot be renewed in the ordinary course of business.

(b) Except as set forth in Section 4.15(b) of the CM Disclosure Schedule, there is no Environmental Claim pending or, to the Knowledge of CM, threatened against CM or any CM Subsidiary, or, to the Knowledge of CM, any CM Real Properties that are owned or managed by CM or a CM Subsidiary or any Person whose Liability for any Environmental Claims CM or any CM Subsidiary has or may have retained or assumed either contractually or by operation of Law that, individually or in the aggregate, is reasonably likely to result in a CM Material Adverse Effect.

(c) Except as set forth in Section 4.15(c) of the CM Disclosure Schedule, to the Knowledge of CM, there are no past or present actions, activities, circumstances, conditions, events or incidents, including, but not limited to, the release, emission, discharge or disposal of any Hazardous Substances, that, to the Knowledge of CM, form the basis of any pending Environmental Claim or could form the basis of any future Environmental Claim against CM or any CM Subsidiary, CM Real Properties that are owned or managed by CM or a CM Subsidiary or any Person whose Liability for any Environmental Claim CM or any CM Subsidiary has or may have retained or assumed either contractually or by operation of Law that, individually or in the aggregate, are reasonably likely to result in a CM Material Adverse Effect.

(d) Except as set forth in Section 4.15(d) of the CM Disclosure Schedule, none of the CM Real Properties that are owned or managed by CM or a CM Subsidiary (i) is listed or, to the Knowledge of CM, proposed for listing on any list maintained by any Governmental Entity of sites that may require investigation by any Governmental Entity or cleanup, including, but not limited to, the CERCLIS or the NPL, (ii) to the Knowledge of CM, is the subject of any investigation or cleanup or (iii) to the Knowledge of CM, is subject to any material restrictions on ownership, occupancy or use under any environmental plan entered into with or accepted by any Governmental Entity.

CM DISCLOSURE SCHEDULE

TO

AGREEMENT AND PLAN OF MERGER

BY AND BETWEEN

MASSACHUSETTS MUTUAL LIFE INSURANCE COMPANY

AND

CONNECTICUT MUTUAL LIFE INSURANCE COMPANY

DATED AS OF SEPTEMBER 13, 1995

**Unless otherwise defined herein,
capitalized terms used herein
shall have the meanings given them
in the above-referenced agreement.**

Section 4.1(a)
CM Disclosure Schedule

CM Subsidiaries
{other than those excluded pursuant to section 4.1(a)}

CM Advantage, Inc.

CM Insurance Services, Inc. (New York)

CM Insurance Services, Inc.

CM Insurance Services, Inc. (Arkansas)

CM Insurance Services, Inc. (Hawaii)

CM Insurance Services, Inc. (Texas)

CM International, Inc.

CM Property Management, Inc. ("CMPM")

CM Strategic Ventures, Inc.

CML Investments I Corp.

DHC, Inc.

DISA Insurance Services Agency of America, Inc. ("DISA Alabama")

DISA Insurance Services Agency of America, Inc. ("DISA Massachusetts")

DISA Insurance Services Agency of America, Inc. ("DISA Ohio")

State House I Corporation

Sunriver Properties, Inc.

Urban Properties Inc. ("Urban Properties")

Please see attachment to CM Disclosure Schedule - Section 4.1(a) and Section 4.1(b).

Intellectual Property

Registered trademarks:

A Family of Blue Chip Companies
Blue Chip Client Management
Blue Chip Express
Blue Chip Variable Life Series
Blue Chip Variable Universal Life
Building Better Solutions (subject to litigation disclosed in Section 4.11 of the CM Disclosure Schedule under the title "Hartford Life Insurance Company vs. Connecticut Mutual Life Insurance Company")
CM 2000
CM Basis
CM Benefits Protection Account
CM Converts
CM Dimension
CM Equities
CM Money Market
CM Overseas
CM Select
CM Windows
Connecticut Mutual, The Blue Chip Company
Econolife
Enterprise X
Executive Advantage Group Universal Life
Money Magnifier
One Image (type)
One Image (logo only)
Panorama
Panorama Plus
Success Requires Blue Chip Resources
SuperWrap
The Blue Chip Enterprise Initiative

Trademarks applied for:

CMIA LifeSpan
The Blue Chip Company's Variable Universal Life
Franchise Partners
Blue Chip 2000
Blue Chip Heritage
Blue Chip Estate Manager