

FORM PTO-1594
(Rev. 5-83)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

Atty Docket No. 33508.167394

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

1. Name of conveying party(ies):

Guarantee Life Insurance Company

- Individuals(s)
- General Partnership
- Corporation-State-Nebraska
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) attached Yes No

3. Nature of conveyance:

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

Execution Date: August 1, 2000

2. Name and address of receiving party(ies)

Name: **JEFFERSON PILOT FINANCIAL INSURANCE COMPANY**

Internal Address:

Street Address: **8801 Indian Hills Drive**

City: **Omaha** State: **NE** Zip: **68124**

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No N/A

Additional names(s) & address(es) attached? Yes No

4. Application numbers(s) or patent numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2,078,388

Additional numbers attached? Yes No

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

Name: Joan L. Dillon

Internal Address: Kilpatrick Stockton LLP

Suite 2800

Street Address: 1100 Peachtree Street

City: Atlanta State: GA Zip: 30309

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

The Commissioner is authorized to charge any deficiency in the required fee or credit any over payment to Deposit Account No. 11-0860.

8. Deposit account number:

11-0860

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.

Joan L. Dillon

Name of Person Signing

Signature

Date

8/23/02

Total number of pages including cover sheet, attachments, and document: 6

STATE OF NEBRASKA DEPARTMENT OF INSURANCE

CERTIFICATION

August 1, 2000

I, L. TIM WAGNER, Director of Insurance of the State of Nebraska, do hereby certify that the attached is a full and correct copy of the

**ARTICLES OF MERGER AND AGREEMENT AND PLAN OF MERGER
MERGING**

**ALEXANDER HAMILTON LIFE INSURANCE COMPANY OF AMERICA
AND**

GUARANTEE LIFE INSURANCE COMPANY

WITH AND INTO

JEFFERSON PILOT FINANCIAL INSURANCE COMPANY

EFFECTIVE AUGUST 1, 2000

Now on file and forming a part of the records of this Department.

I hereto subscribe my name under the seal of my office, at Lincoln, Nebraska.

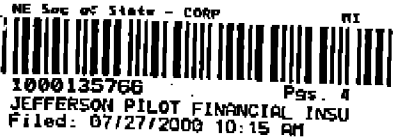


L. Tim Wagner

DIRECTOR OF INSURANCE

TRADEMARK

REEL: 2532 FRAME: 0417



ARTICLES OF MERGER

I, Robert A. Reed, the duly authorized Vice President and Secretary of Jefferson Pilot Financial Insurance Company ("JPFIC"), a Nebraska stock insurance company, of Alexander Hamilton Life Insurance Company of America ("AHL"), a Michigan stock insurance company, and of Guarantee Life Insurance Company ("GLIC"), a Nebraska stock insurance company, do hereby certify as follows:

1. Attached hereto is a true and correct copy of the Agreement and Plan of Merger among JPFIC, AHL and GLIC (the "Agreement") stating an effective time for the merger of August 1, 2000.
2. The Board of Directors of JPFIC, by unanimous written consent effective July 14, 2000, unanimously approved and adopted the Agreement, approved the transaction contemplated by the Agreement, recommended the Agreement to its shareholder, submitted the Agreement for approval by its shareholder, and authorized and directed the officers of JPFIC to effect the merger transaction if the shareholder approves.
3. The sole shareholder of JPFIC, by written consent effective July 14, 2000, approved and adopted the Agreement.
4. The Board of Directors of AHL, by unanimous written consent effective July 14, 2000, unanimously adopted and approved the Agreement, recommended the Agreement to its shareholder and submitted the Agreement for approval by its shareholder.
5. The sole shareholder of AHL, by written consent effective July 14, 2000, approved and adopted the Agreement.
6. The Board of Directors of GLIC, by unanimous written consent effective July 14, 2000, unanimously adopted and approved the Agreement, recommended the Agreement to its shareholder and submitted the Agreement for approval by its shareholder.
7. The sole shareholder of GLIC, by written consent effective July 14, 2000, approved and adopted the Agreement.
8. Whereupon, the Agreement was adopted with the merger intended to become effective August 1, 2000.

IN WITNESS WHEREOF, I hereunto sign my name this 14th day of July, 2000.

NEBRASKA DEPARTMENT
OF INSURANCE

JUL 17 2000

FILED

Robert A. Reed
Vice President and Secretary of:
Jefferson Pilot Financial Insurance Company,
Alexander Hamilton Life Insurance Company of
America, and Guarantee Life Insurance Company

AGREEMENT AND PLAN OF MERGER

NEBRASKA DEPARTMENT
OF INSURANCE

JUL 17 2000

MERGING

FILED

ALEXANDER HAMILTON LIFE INSURANCE COMPANY OF AMERICA
a Michigan corporation
AND
GUARANTEE LIFE INSURANCE COMPANY
a Nebraska corporation

WITH AND INTO

JEFFERSON PILOT FINANCIAL INSURANCE COMPANY
a Nebraska corporation

THIS AGREEMENT AND PLAN OF MERGER ("Agreement") is made on July 14, 2000 by and among Alexander Hamilton Life Insurance Company of America, a Michigan corporation ("AHL"), Guarantee Life Insurance Company, a Nebraska corporation ("GLIC"), and Jefferson Pilot Financial Insurance Company, a Nebraska corporation ("JPFIC").

RECITALS

- A. Each of AHL and JPFIC is a wholly owned direct subsidiary of Jefferson-Pilot Corporation ("JP Corp"), and GLIC is a wholly owned subsidiary of The Guarantee Life Companies Inc. ("TGLCI"), which in turn is a wholly owned direct subsidiary of JP Corp.
- B. The boards of directors and the shareholders of each of AHL, GLIC and JPFIC have unanimously adopted and approved this Agreement and Plan of Merger, in accordance with Nebraska Business Corporation Act Sections 21-20,128 and 20,130 and Michigan Insurance Code Section 7604.
- C. The merger described herein is intended to qualify as a tax free reorganization under the Internal Revenue Code.
- D. All regulatory approvals required to complete the merger under Nebraska and Michigan law are in process and should be obtained prior to the Effective Time defined herein.

THEREFORE, it is agreed that AHL and GLIC shall merge with and into JPFIC, as follows:

FIRST: In accordance with Nebraska laws and regulations and applicable Michigan laws and regulations, AHL and GLIC shall be merged simultaneously in a single transaction with and into JPFIC (the "Merger"), which shall be the surviving corporation, and the separate corporate existence of AHL and GLIC shall cease. The Merger shall become effective on August 1, 2000 (the "Effective Time"). AHL shall file a Certificate of Dissolution pursuant to Michigan Insurance Code Section 7604(2).

SECOND: On the date of execution hereof, shares outstanding for each constituent corporation are as follows, all of which have full voting rights: AHL, 2,000,000 Series A Common Shares and 500,000 Series B Common Shares; GLIC, 7,069,383 shares of common stock; JPFIC, 600,000 shares of common stock.

THIRD: The manner and basis of converting the shares of each of AHL, GLIC and JPFIC is as follows:

- A. The 2,000,000 shares of common stock, Series A, and the 500,000 shares of common stock, Series B, of AHL issued and outstanding at the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into 321,600 fully paid and nonassessable shares of JPFIC common stock, \$5.00 par value per share, issued to JP Corp.
- B. The 7,069,383 shares of common stock of GLIC issued and outstanding at the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into 117,900 fully paid and nonassessable shares of JPFIC common stock, \$5.00 par value per share, issued to TGLCI.
- C. The 600,000 shares of common stock of JPFIC issued and outstanding at the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be converted into 160,500 fully paid and nonassessable shares of JPFIC common stock, \$5.00 par value per share, issued to JP Corp.
- D. New JPFIC share certificates shall be issued to JP Corp and TGLCI, and the JPFIC share certificate held by JP Corp before the merger shall be cancelled and be of no further effect from and after the Effective Time of the Merger.

FOURTH: JPFIC as the surviving corporation shall, by virtue of the Merger, and in accordance with Nebraska law, possess all of the properties and rights, and be subject to all of the liabilities, of AHL, GLIC and JPFIC and be governed by the laws of Nebraska. From and after the Effective Time, the Merger shall have all the effects provided by applicable law including Nebraska Business Corporation Act Section 21-20,133. All state authorities, product approvals, agent licenses and statutory deposits of AHL and GLIC shall pass to JPFIC in the Merger, and appropriate notice to appropriate insurance regulators shall be given.

FIFTH: The \$50 million Capital Note, issued September 29, 1994 and due September 30, 2024, of AHL issued and outstanding at the Effective Time, as amended and restated coincident with the merger, shall become an obligation of JPFIC subject to all of its terms and conditions including subordination to all claims of all policyholders of JPFIC as the surviving corporation, and a replacement amended Surplus Note shall be issued to the holder showing JPFIC as the obligor.

SIXTH: AHL, GLIC and JPFIC shall take or cause to be taken all action, or do or cause to be done all things necessary, proper or advisable under the Nebraska Business Corporation Act, applicable Michigan laws and any other applicable laws and regulations to consummate the Merger.


SEVENTH: The Articles of Incorporation of JPFIC and the By-laws of JPFIC shall not be amended in connection with the Merger, and each shall continue in effect unchanged by the Merger.

EIGHTH: JPFIC acknowledges that from and after the Effective Time it stands in the place and stead of each of AHL and GLIC with respect to their respective obligations to their policyholders, including but not limited to the obligation to pay claims.

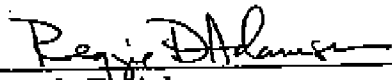
NINTH: This Agreement may be amended or abandoned at any time prior to the Effective Time by action of the board of directors of JPFIC, without shareholder action. No such amendment shall be effective until a revised version of this Agreement is properly filed in Nebraska and Michigan. In the event of such abandonment, this Agreement shall become void and have no further effect and appropriate notice thereof shall be given to Nebraska and Michigan.

Executed as of the date first above written.


ALEXANDER HAMILTON LIFE INSURANCE COMPANY OF AMERICA

By: 
Dennis R. Glass
Executive Vice President

GUARANTEE LIFE INSURANCE COMPANY

By: 
Reggie D. Adamson
Senior Vice President - Finance

JEFFERSON PILOT FINANCIAL INSURANCE COMPANY

By: 
Kenneth C. Mlekush
President