

Form PTO-1594
(rev 3/1)

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

U. S. Department of Commerce
Patent and Trademark Office

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

1. Name of conveying party(ies):

CIGNA Intellectual Property, Inc.

- Individual(s)
- General Partnership
- Corporation - **Delaware**
- Other -

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

2. Name and Address of receiving party(ies)

**CIGNA Life Insurance Company
900 Cottage Grove Road
Hartford, CT 06152**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation
- Other - **Connecticut Life Insurance Company**

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

Execution Date: **April 1, 2004**

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

A. Trademark Application No(s).

See Attached

B. Trademark Registration No(s).

See Attached

Additional numbers attached? Yes No

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

**Carole Aciman, Esq.
SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP
Four Times Square
New York, New York 10036**

6. Total number of applications/registrations involved: 12

7. Total fee (37 CFR 3.41) **\$315**

All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 140420/28)

8. Deposit Account No. **19-2385**

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.

Carole Aciman

Name

Carole Aciman
Signature

April 1, 2004

Date

Total number of pages including cover sheet, attachments, and document: **8**

CH \$315.00 192385 76470163

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CONTINUATION OF ITEM 4. Trademark Application and Registration Numbers

A. Trademark Application No(s).	B. Trademark Registration No(s).
76470153	2673105
76475663	2501889
78239503	2533127
	2295681
	2272836
	2289400
	2586842
	2422360
	2586637

Execution Copy

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment") dated as of April 1, 2004 (the "Effective Date"), is made by and between CIGNA Intellectual Property, Inc., a Delaware corporation with an office at 1650 Market Street, Philadelphia, PA 19192 ("Assignor") and CIGNA Life Insurance Company, a Connecticut life insurance company with an office at 900 Cottage Grove Road, Hartford, CT 06152 ("Assignee").

WHEREAS, Assignor is the owner of each trademark, trademark application for registration and registration identified on Schedule IA (collectively, the "Trademarks");

WHEREAS, Assignor desires to sell, assign and transfer, and Assignee desires to receive, all of Assignor's right, title, and interest in and to the Trademarks, and the goodwill of the business symbolized thereby, to the Assignee, pursuant to that certain Stock Purchase and Asset Transfer Agreement, dated as of November 17, 2003 among CIGNA Corporation, Connecticut General Life Insurance Company, Connecticut General Corporation, CIGNA Holdings, Inc. and Prudential Financial, Inc. (the "Purchase Agreement").

NOW, THEREFORE, for good and valuable consideration, including the premises and covenants set forth in the Purchase Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Assignor hereby sells, assigns and transfers to Assignee, and Assignee hereby accepts the sale, assignment and transfer from Assignor of, all its right, title and interest in and to the Trademarks for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by the Assignor if this Assignment and sale had not been made, together with all rights of priority and renewals, and all income, royalties or payments due or payable as of the Effective Date or thereafter, and all past, present and future claims, counterclaims, credits, causes of action, choses in action, rights of recovery and rights of setoff against third persons for infringement or other violation of the Trademarks, together with the right to sue for and collect any resulting recovery of damages, lost profits, legal fees and costs, including from acts which may have occurred prior to the Effective Date for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives (all collectively, the "Trademark Rights"). Assignor hereby requests that the Commissioner of Patents and Trademarks record Assignee as the assignee and owner of the Trademarks.

Assignors further agree, without further consideration, to cause to be performed such lawful acts and to execute such further assignments and other lawful documents as Assignee may reasonably request (at Assignee's cost) to effectuate fully this Assignment.

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This Assignment shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and wholly performed therein.

This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

This Assignment shall constitute an Ancillary Agreement for purposes of the Purchase Agreement.

Execution Copy

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

CIGNA Intellectual Property, Inc.

By: *Timothy J. Gifford*

Name: Timothy J. Gifford

Title: Vice President

[Notary Seal for Assignor]

CIGNA Life Insurance Company

By: *J. Yableck*

Name: James Yableck

Title: Sr. Vice President

NY 12450:103/1032
532422.0220114 New York

NEW YORK, NEW YORK

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CORP. SEC. UNIT

TRADEMARK
04/01/04 15:52 FAX 860 728 8096
REEL: 002825 FRAME: 0417

Execution Copy

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF PENNSYLVANIA

ss.:

COUNTY OF PHILADELPHIA

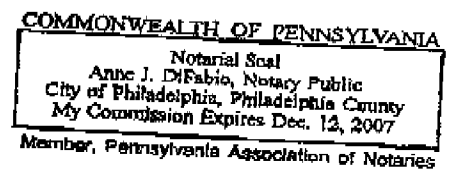
On this 1st day of April 2004, before me personally came Timothy J. Gifford, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Vice President of CIGNA Intellectual Property, Inc., a Delaware corporation, and that he executed the foregoing instrument in the firm name of CIGNA Intellectual Property, Inc., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Anne J. DiFabio
Notary Public - State of Pennsylvania

Printed Name Anne J. DiFabio

My Commission Expires:

Dec. 12, 2007



Schedule 1A
Registered Service Marks (U.S.)
All Service Marks Are Owned By Cigna Intellectual Property, Inc.

Service Mark	Description of Services	Registration Number	Registration Date	Next Action Date
INVESTMENT INTEGRITY INSTITUTE	Investment consultation services for selecting and evaluating retirement investment options; Educational services, namely, conducting classes, seminars, conferences and workshops in the field of selecting and evaluating retirement investment options and distributing course materials in connection therewith	2,673,105	01/07/2003	01/07/2009 8&15 Filing
MASTER THE TERRAIN	Retirement and investment services for plan sponsors and plan participants to assist them in financial retirement planning issues	2,501,889	10/30/2001	10/30/2007 8&15 Filing
PERFECT SERVICE	Retirement and investment services, namely, financial planning and advisory services	2,533,127	01/22/2002	01/22/2012 Renewal
STEADYSAVE	Investment services, namely, electronic transfer of funds from a bank account to a brokerage account	2,295,681	11/30/1999	11/30/2005 8&15 Filing
SUCCESS ACCORDING TO PLAN	Pension plan services, namely, defined benefit and defined contribution plan services	2,272,836	08/24/1999	08/24/2005 8&15 Filing
SUCCESS THROUGH LEARNING	Educational services, namely, specialized learning institution developed to train, through various courses, plan benefits personnel and plan participants on topics involving retirement plan management and personal retirement and financial planning	2,289,400	10/26/1999	10/26/2005 8&15 Filing

TRADEMARK

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Service Mark	Description of Services	Registration Number	Registration Date	Next Action Date
TOTAL RETIREMENT ADVISORY SERVICES	Retirement plan administration and management, namely, fund evaluation and performance monitoring, merger and acquisition services, compliance testing, plan design, portfolio management and actuarial services	2,586,842	06/25/2002	06/25/2012 Renewal
TOTAL RETIREMENT SERVICES	Administration of employee benefit plans, namely, managing retirement plans	2,422,360	01/16/2001	01/16/2011 Renewal
WORKPLACE FINANCIAL SOLUTIONS	Financial services, namely, retirement and investment planning	2,586,637	05/07/2002	05/07/2012 Renewal

TRADEMARK

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**Pending Service Mark Applications (U.S.)
All Service Mark Applications Are Owned By Cigna Intellectual Property, Inc.**

Service Mark	Description of Services	Serial Number	Application Date	Next Action Date
E-INSERT	Distribution of benefit plan specific information in benefit plan statements sent to benefit plan participants	76/470153	11/25/2002	12/06/2003 Office Action Response
THE WORKPLACE SPECIALIST	Financial services, namely, retirement and investment planning	76/475663	12/16/2002	None
THE BENEFITS OF PLANNING	Providing information in the field of retirement and estate planning, debt management, investment and tax planning, asset allocation and insurance and financial planning	78/239503	04/18/2003	

RECORDED: 04/01/2004