

01-14-2004

U.S. Department of Commerce
Patent and Trademark Office

12/23/03



102645854

To the Honorable Commissioner of Patents and Trademark:

1. Name of conveying party(ies)
21st Century Insurance Group

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

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

3. Nature of conveyance:
 Assignment _____ Merger
 Security Agreement _____ Change of Name _____
 Other _____

Execution Date: **December 4, 2003**

2. Name and address of receiving party(ies):
 Name: **21st Century Insurance Group**
 Internal Address: _____
 Street Address: **6301 Owensmouth Avenue**
 City: **Woodland Hills** State: **CA** Zip: **91367**

Individual(s) citizenship _____
 Association _____
 General Partnership: _____
 Limited Partnership: _____
 Corporation - State: **Delaware**
 Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes _____ No _____
 (Designation 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 numbers attached? Yes _____ No _____

5. Name and address of party to whom correspondence concerning documents should be mailed:
 Name: **Mandy Robertson-Bora**
 Internal Address: **Gibson, Dunn & Crutcher LLP**
Suite 4000
 Street Address: **2029 Century Park East**
 City: **Los Angeles** State: **CA** Zip: **90067**

6. Total number of applications and registrations involved: **10**

7. Total fee (37 CFR 3.41): \$ **265.00**
 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.

Mandy Robertson-Bora *Mandy Robertson-Bora* **December 23, 2002**
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: **11**

OMB No. 0651-0011

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Assignment Division
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing this document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

01/13/2004 DBYRNE 00000020 75721879

01 FC:8521 40.00 OP
02 FC:8522 225.00 OP

TRADEMARK
REEL: 002896 FRAME: 0061

4A. Trademark Application Serial Numbers

Serial No.	Mark
75/721,879	21ST CENTURY INSURANCE GROUP and Design
75/721,881	21ST CENTURY INSURANCE COMPANY and Design
76/181,517	21ST CENTURY INSURANCE and Design
76/518,161	Miscellaneous Design (Belt Buckle)
76/532,527	SIMPLE, RELIABLE, LOW COST SINCE 1958

4B. Trademark Registration Numbers

Registration No.	Mark
2,348,593	Miscellaneous Design (Column Logo)
2,562,542	Miscellaneous Design (Column Logo)
2,580,071	WORKING HARD TO MAKE IT EASY
2,700,705	21ST CENTURY CASUALTY and Design
2,726,880	GET MORE: COVERAGE. SERVICE. SAFETY.

20168017_1.DOC

**CERTIFICATE OF MERGER
OF
21ST CENTURY INSURANCE GROUP
(a California corporation)
WITH AND INTO
21ST CENTURY INSURANCE GROUP
(a Delaware corporation)**

PURSUANT TO SECTION 252 OF THE DELAWARE GENERAL CORPORATION LAW

The undersigned corporation hereby certifies that:

FIRST: The names and states of incorporation of the constituent corporations are as follows:

<u>Name</u>	<u>State of Incorporation</u>
21st Century Insurance Group	California
21st Century Insurance Group	Delaware

SECOND: An Agreement and Plan of Merger has been approved, adopted, certified, executed and acknowledged by each of the constituent corporations in accordance with the requirements of Section 252 of the General Corporation Law of the State of Delaware.

THIRD: The name of the surviving corporation of the merger is 21st Century Insurance Group, a Delaware corporation.

FOURTH: Upon the effectiveness of the merger, the Certificate of Incorporation of 21st Century Insurance Group, a Delaware corporation, shall be the Certificate of Incorporation of the surviving corporation.

FIFTH: The executed Agreement and Plan of Merger is on file at the office of the surviving corporation. The address of said office is 6301 Owensmouth Avenue, Woodland Hills, CA 91367.

SIXTH: A copy of the Agreement and Plan of Merger will be furnished by the surviving corporation, on request and without cost, to any stockholder of any constituent corporation.

SEVENTH: The authorized capital stock of 21st Century Insurance Group, a California corporation, is One Hundred Ten Million Five Hundred Thousand Shares (110,500,000), of which One Hundred Ten Million Shares (110,000,000) are Common Stock, without par value, and Five Hundred Thousand Shares (500,000) are Preferred Stock, par value \$1.00 per share.

Dated: December 4, 2003.

21ST CENTURY INSURANCE GROUP,
a Delaware corporation

By: 

Carmelo Spinella
Chief Financial Officer

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:41 PM 12/04/2003
FILED 02:41 PM 12/04/2003
SRV 030777345 - 3662135 FILE

AGREEMENT AND PLAN OF MERGER

THIS AGREEMENT AND PLAN OF MERGER is dated as of October 22, 2003 (the "Agreement") by and between 21st Century Insurance Group, a Delaware corporation ("21st Century Delaware") and 21st Century Insurance Group, a California corporation ("21st Century California"). 21st Century Delaware and 21st Century California are sometimes referred to herein as the "Constituent Corporations".

RECITALS

A. 21st Century Delaware is a corporation duly organized and existing under the laws of the State of Delaware and has an authorized capital of 110,500,000 shares, 110,000,000 of which are designated common stock par value \$0.001 per share ("Common Stock"), and 500,000 of which are designated preferred stock, par value \$0.001 per share ("Preferred Stock"). As of October 22, 2003, 100 shares of Common Stock were issued and outstanding, all of which were held by 21st Century California, and no shares of Preferred Stock were issued and outstanding.

B. 21st Century California is a corporation duly organized and existing under the laws of the State of California and has an authorized capital of 110,500,000 shares, 110,000,000 of which are designated common stock, no par value ("Common Stock"), and 500,000 of which are designated preferred stock, par value \$1.00 per share ("Preferred Stock"). As of October 22, 2003, 85,431,505 shares of Common Stock and no shares of Preferred Stock were issued and outstanding.

C. The Board of Directors of 21st Century California has determined that, for the purpose of effecting the reincorporation of 21st Century California into the State of Delaware, it is advisable and in the best interests of 21st Century California and its shareholders that 21st Century California merge with and into 21st Century Delaware upon the terms and conditions herein provided.

D. The respective Boards of Directors of 21st Century Delaware and 21st Century California have approved this Agreement and have directed that this Agreement be submitted to a vote of their respective shareholders and executed by the undersigned officers.

NOW, THEREFORE, in consideration of the mutual agreements and covenants set forth herein, 21st Century Delaware and 21st Century California hereby agree, subject to the terms and conditions hereinafter set forth, as follows:

ARTICLE I MERGER

1.1 Merger. In accordance with the provisions of this Agreement, the Delaware General Corporation Law ("DGCL") and the California General Corporation Law, 21st Century California shall be merged with and into 21st Century Delaware (the "Merger"), the separate

existence of 21st Century California shall cease and 21st Century Delaware shall be, and is herein sometimes referred to as, the "Surviving Corporation," and the name of the Surviving Corporation shall be 21st Century Corporation, and the Surviving Corporation shall be a Delaware corporation under the DGCL.

1.2 Filing and Effectiveness. The Merger shall become effective when the following actions shall have been completed (such date and time hereinafter referred to as the "Effective Date"):

- (a) All of the conditions precedent to the consummation of the Merger specified in this Agreement shall have been satisfied or duly waived by the party entitled to satisfaction thereof;
- (b) An executed Certificate of Merger meeting the requirements of the DGCL shall have been filed with the Secretary of State of the State of Delaware; and
- (c) An executed Agreement and Plan of Merger meeting the requirements of the California General Corporation Law shall have been filed with the Secretary of State of the State of California.

1.3. Effect of the Merger. Upon the Effective Date, the separate existence of 21st Century California shall cease and 21st Century California shall be merged with and into 21st Century Delaware, and 21st Century Delaware, as the Surviving Corporation, (i) shall continue to possess all of its assets, rights, powers and property as constituted immediately prior to the Effective Date, (ii) shall be subject to all actions previously taken by its and 21st Century California's Boards of Directors, (iii) shall succeed, without other transfer, to all of the assets, rights, powers and property of 21st Century California in the manner as more fully set forth in Section 259 of the DGCL, including all rights, privileges, immunities, licenses and permits (whether of a public or private nature), and all property (real, personal and mixed), all debts due on whatever account, all choses in action, and all and every other interest of or belonging to or due to 21st Century California, (iv) shall continue to be subject to all of its debts, liabilities and obligations as constituted immediately prior to the Effective Date, and (v) shall succeed, without other transfer, to all of the debts, liabilities and obligations of 21st Century California, including without limitation, all liabilities and obligations under any and all indemnification agreements between 21st Century California and certain of its directors and officers, in the same manner as if 21st Century Delaware had itself incurred them, all as more fully provided under the applicable provisions of the DGCL and the California General Corporation Law.

ARTICLE II
CHARTER DOCUMENTS; DIRECTORS AND OFFICERS

2.1 Certificate of Incorporation. The Certificate of Incorporation of 21st Century Delaware as in effect immediately prior to the Effective Date shall continue in full force and effect as the Certificate of Incorporation of the Surviving Corporation.

2.2 Bylaws. The Bylaws of 21st Century Delaware as in effect immediately prior to the Effective Date of the Merger shall continue in full force and effect as the Bylaws of the Surviving Corporation until duly amended in accordance with the provisions thereof and applicable law.

2.3 Directors and Officers. The directors and officers of 21st Century California immediately prior to the Effective Date shall be the directors and officers of the Surviving Corporation at and on the Effective Date until their successors shall have been duly elected and qualified or until as otherwise provided by law, the Certificate of Incorporation of the Surviving Corporation or the Bylaws of the Surviving Corporation.

2.4 Indemnification Agreements. As of the Effective Date, 21st Century Delaware hereby assumes all obligations of 21st Century California under any and all indemnification agreements existing as of the Effective Date by and between 21st Century California and certain directors and officers of 21st Century California arising from any suit, action, proceeding or claim, whether now in existence or arising in the future, against such directors and officers, or any one of them.

ARTICLE III
MANNER OF CONVERSION OF STOCK

3.1 21st Century California Common Stock. Upon the Effective Date, each share of 21st Century California Common Stock issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by the Constituent Corporations, the holder of such shares or any other person, be converted into and exchanged for one fully paid and nonassessable share of Common Stock of the Surviving Corporation.

3.2 21st Century California Options, Stock Purchase Rights and Convertible Securities. Upon the Effective Date, the Surviving Corporation shall assume and continue any stock option plans and all other employee benefit plans of 21st Century California. As of the date hereof there are options outstanding under 21st Century California's stock option plans to purchase a total of 5,141,900 shares of Common Stock of 21st Century California. As of the date hereof, there are no other options, purchase rights for or securities convertible into either Common Stock or Preferred Stock of 21st Century California. Each outstanding and unexercised option to purchase 21st Century California Common Stock shall become an option to purchase the Surviving Corporation's Common Stock on the basis of one share of the Surviving Corporation's Common Stock for each share of 21st Century California Common Stock issuable pursuant to any such option on the same terms and conditions and at an exercise price per share

equal to the exercise price applicable to any such 21st Century California option at the Effective Date of the Merger.

3.3 Reservation of Shares. A number of shares of the Surviving Corporation's Common Stock shall be reserved for issuance upon the exercise of options equal to the number of shares of 21st Century California Common Stock so reserved immediately prior to the Effective Date.

3.4 Other Employee Benefit Plans. Upon the Effective Date, the obligations of 21st Century California under or with respect to every plan, trust, program and benefit then in effect or administered by 21st Century California on behalf of or for the benefit of the officers and employees of 21st Century California, including plans, trusts, programs and benefits administered by 21st Century California in which subsidiaries of 21st Century California, their officers and employees currently are permitted to participate, if any (the "Employee Benefit Plans") shall become the lawful obligations of 21st Century Delaware and shall be implemented and administered in the same manner and without interruption until the same are amended or otherwise lawfully altered or terminated.

3.5 21st Century Delaware Common Stock. Upon the Effective Date, each share of Common Stock of 21st Century Delaware issued and outstanding immediately prior thereto shall, by virtue of the Merger and without any action by 21st Century Delaware or the holder of such shares or any other person, be canceled and returned to the status of authorized but unissued shares.

3.6 Exchange of Certificates. After the Effective Date, each holder of an outstanding certificate representing shares of 21st Century California Common Stock may, at such holder's option, surrender the same for cancellation to the transfer agent and registrar for the Common Stock of the Surviving Corporation, as exchange agent (the "Exchange Agent"), and each such holder shall be entitled to receive in exchange therefor a certificate or certificates representing the number of shares of Common Stock of the Surviving Corporation into which the surrendered shares were converted as herein provided. Until so surrendered, each outstanding certificate theretofore representing shares of 21st Century California Common Stock shall be deemed for all purposes to represent the number of shares of Common Stock of the Surviving Corporation's Common Stock into which such shares of 21st Century California Common Stock were converted in the Merger.

The registered owner on the books and records of the Surviving Corporation or the Exchange Agent of any such outstanding certificate shall, until such certificate shall have been surrendered for transfer or conversion or otherwise accounted for to the surviving Corporation or the Exchange Agent, have and be entitled to exercise any voting and other rights with respect to and to receive dividends and other distributions upon the shares of capital stock of the Surviving Corporation represented by such outstanding certificate as provided above.

Each certificate representing Common Stock of the Surviving Corporation so issued in the Merger shall bear the same legends, if any, with respect to the restrictions on transferability as the certificates of 21st Century California so converted and given in exchange

therefor, unless otherwise determined by the Board of Directors of the Surviving Corporation in compliance with applicable laws.

If any certificate for shares of 21st Century Delaware stock is to be issued in a name other than that in which the certificate surrendered in exchange therefor is registered, it shall be a condition of issuance thereof that the certificate so surrendered shall be properly endorsed and otherwise in proper form for transfer, that such transfer otherwise be proper and that the person requesting such transfer pay to the Exchange Agent any transfer or other taxes payable by reason of the issuance of such new certificate in a name other than that of the registered holder of the certificate surrendered or establish to the satisfaction of 21st Century Delaware that such tax has been paid or is not payable.

ARTICLE IV
GENERAL

4.1 **Covenants of 21st Century Delaware.** 21st Century Delaware covenants and agrees that it will, on or before the Effective Date:

(a) Qualify to do business as a foreign corporation in the State of California and in connection therewith irrevocably consent to service of process directed to it upon its designated agent as required under the provisions of Section 2105 of the California General Corporation Law;

(b) File any and all documents with the California Franchise Tax Board necessary for the assumption by 21st Century Delaware of all of the franchise tax liabilities of 21st Century California; and

(c) Take such other actions as may be required by the California General Corporation Law.

4.2 **Shareholder Approval.** It shall be a condition precedent to the effectiveness of the Merger that this Agreement and the Merger shall have been adopted and approved by the shareholders of each Constituent Corporation in accordance with the requirements of the Delaware and the California General Corporation Law.

4.3 **Further Assurances.** From time to time, as and when required by 21st Century Delaware or by its successors or assigns, there shall be executed and delivered on behalf of 21st Century California such deeds and other instruments, and there shall be taken or caused to be taken by 21st Century Delaware and 21st Century California such further and other actions, as shall be appropriate or necessary in order to vest or perfect in or conform of record or otherwise by 21st Century Delaware the title to and possession of all the property, interests, assets, rights, privileges, immunities, powers, franchises and authority of 21st Century California and otherwise to carry out the purposes of this Agreement, and the officers and directors of 21st Century Delaware are fully authorized in the name and on behalf of 21st Century California or otherwise to take any and all such action and to execute and deliver any and all such deeds and other instruments.

4.4 Abandonment. At any time before the Effective Date, this Agreement may be terminated and the Merger may be abandoned for any reason whatsoever by the Board of Directors of either 21st Century California or 21st Century Delaware, or both, notwithstanding the approval of this Agreement by the shareholders of 21st Century California or by the sole stockholder of 21st Century Delaware, or by both.

The Boards of Directors of the Constituent Corporations may amend this Agreement at any time prior to the filing of this Agreement (or certificate in lieu thereof) with the Secretaries of State of the States of California and Delaware, provided that an amendment made subsequent to the adoption of this Agreement by the shareholders of either Constituent Corporation shall not: (1) alter or change the amount or kind of shares, securities, cash, property and/or rights to be received in exchange for or on conversion of all or any of the shares of any class or series thereof of such Constituent Corporation, (2) alter or change any term of the Certificate of Incorporation of the Surviving Corporation to be effected by the Merger, or (3) alter or change any of the terms and conditions of this Agreement if such alteration or change would materially and adversely affect the holders of any class of shares or series thereof of such Constituent Corporation.

4.5 Registered Office. The registered office of the Surviving Corporation in the State of Delaware is located at National Registered Agents, Inc., 9 East Loockerman Street, Suite 1B, Dover, County of Kent, Delaware, 19901 and National Registered Agents, Inc. is the registered agent of the Surviving Corporation at such address.

4.6 Expenses. Each party to the transactions contemplated by this Agreement (including, without limitation, 21st Century California, 21st Century Delaware and their respective shareholders) shall pay its own expenses, if any, incurred in connection with such transactions.

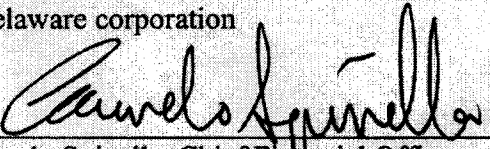
4.7 Agreement. Executed copies of this Agreement will be on file at the principal place of business of the Surviving Corporation at 6301 Owensmouth Avenue, Woodland Hills, California 91367, and copies thereof will be furnished to any shareholder of either Constituent Corporation upon request and without cost.


4.8 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of Delaware and, so far as applicable, the merger provisions of the California General Corporation Law.

4.9 Counterparts. In order to facilitate the filing and recording of this Agreement, the same 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.

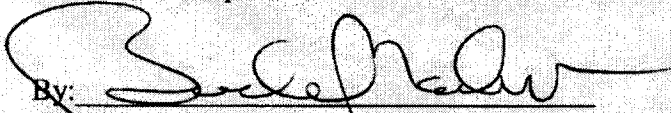
IN WITNESS WHEREOF, this Agreement, having first been approved by resolutions of the Boards of Directors of 21st Century Delaware and 21st Century California, is hereby executed on behalf of each of such two corporations by their respective officers thereunto duly authorized.

21ST CENTURY INSURANCE GROUP
a Delaware corporation

By: 
Carmelo Spinella, Chief Financial Officer

By: 
Michael J. Cassanego, Senior Vice President, General Counsel & Secretary

21ST CENTURY INSURANCE GROUP
a California corporation

By: 
Bruce W. Marlow, Chief Executive Officer

By: 
G. Edward Combs, Senior Vice President, Marketing

20157918_3.DOC

December 23, 2003

Page 2

cc: Ronald S. Veltman, Esq.
W. Stephen Venable, Jr., Esq.

20168033_1.DOC