

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Hartford Life Insurance Company		09/03/2003	CORPORATION: CONNECTICUT

RECEIVING PARTY DATA	
Name:	Board of Trustee, West Virginia College
Street Address:	1900 Kanawha Boulevard, East
Internal Address:	State Treasurer's Office
City:	Charleston
State/Country:	WEST VIRGINIA
Postal Code:	25305
Entity Type:	TRUSTEE: WEST VIRGINIA

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2758372	SMART529

CORRESPONDENCE DATA	
Fax Number:	(860)723-4515
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	860-547-3612
Email:	shirley.champagne@thehartford.com
Correspondent Name:	Hartford Fire Insurance Company
Address Line 1:	Hartford Plaza
Address Line 2:	Corp. Law Dept. - Trademark Unit
Address Line 4:	Hartford Plaza, CONNECTICUT 06115

ATTORNEY DOCKET NUMBER:	1118-66622
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NAME OF SUBMITTER:	Hartford Fire Insurance Company
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Total Attachments: 6
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THIS MANAGEMENT AGREEMENT (the "Agreement") is made this 15th day of February 2002 by and between **HARTFORD LIFE INSURANCE COMPANY**, a Connecticut Life Insurance Company ("**Hartford Life**") and the **BOARD OF TRUSTEES OF THE WEST VIRGINIA COLLEGE PREPAID TUITION AND SAVINGS PROGRAM** (the "**Board**") and, together with Hartford Life, the "**Parties**" and, each individually, a "**Party**").

WHEREAS, the College Prepaid Tuition and Savings Act, West Virginia Code §18-30-1 et seq., attached hereto as Exhibit A, was enacted on April 12, 2001 (the "**Act**"), and authorizes the organization and operation of a comprehensive state-sponsored college savings program, known as the West Virginia College Prepaid Tuition and Savings Program ("**Program**"); and

WHEREAS, the Act supercedes the Prepaid Tuition Trust Act enacted in 1997, pursuant to which the Treasurer ("**Treasurer**") of the State of West Virginia ("**State**") has operated the West Virginia Prepaid College Plan (the "**Prepaid Plan**") since 1998; and

WHEREAS, the Prepaid Plan is operated as a "qualified state tuition program" under Section 529 of the Internal Revenue Code of 1986, as amended ("**Section 529**"); and

WHEREAS, the Act gives the Board broad powers to offer a college savings plan in addition to the Prepaid Plan; and

WHEREAS, the Board intends to expand its college savings offerings by creating a new savings plan (the "**Savings Plan**") with multiple investment options that is consistent with Section 529, which, together with the existing Prepaid Plan, will be known as the Program; and

WHEREAS, in order to more efficiently offer and administer the Program, the Board has sought to engage a manager ("**Manager**") to provide a comprehensive package of marketing, administrative and investment services related to the operation of the Program, including, but not limited to, integrating and combining the Prepaid Plan and the Savings Plan's administrative

components to produce optimal Program efficiency and the development of new savings options for the Savings Plan, and, to that end, the Board requested proposals through the Request for Proposal No. STO #117E, dated August 10, 2001 (the "RFP"), a copy of which is attached hereto as Exhibit B to this Agreement; and

WHEREAS, Hartford Life submitted the successful proposal to provide implementation and management services with respect to the Program in its proposal dated September 21, 2001 (the "Proposal"), a copy of which is attached hereto as Exhibit C to this Agreement; and

WHEREAS, the Board desires to retain Hartford Life to provide, and Hartford Life desires to provide, implementation and management services in connection with the Program as set forth in this Agreement (collectively, the "Services").

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

The Parties hereby agree as follows:

ARTICLE XVII

OWNERSHIP AND CUSTODY

Section 17.1. Definition of "Program Records". The term "Program Records" as used in this Agreement shall constitute the following:

(a) All written and electronic records, books, data, documents, marketing materials and reports, analyses, designs, drawings, logos (with the exception of Hartford Life's, or any of its affiliates' names, logos and/or other trade or service marks), correspondence, papers and files for or relating solely or primarily to the Program, regardless of by whom created and whether or not in the Board's or Hartford Life's possession, including, without limitation, all lists, compilations and summaries of accounts for owners, beneficiaries, giftors and prospects;

(b) The Program name, the logo, any slogan developed for and any trade names, trademarks or service marks, registered web site names, other intellectual property, in connection with the Program;

(c) Any copyrighted materials relating solely or primarily to the Program;

(d) The web site content (with the exception of Hartford Life's, or any of its affiliates', names, logos and/or other trade or service marks) and marketing, advertising and public relations materials specific to the Program; and

(e) Any other items specified in the Program Manual.

Section 17.2. Ownership of Program Records. The Board shall own, and as such shall have the right, title, interest in and beneficial ownership of, the Program Records. With the exception of the Program Records, Hartford Life shall own its and any of its affiliates' names, logos and/or other trade or service marks, and the internal records, books, documents, files,

know-how and all other intellectual property developed and utilized by Hartford Life to perform the Services required, including without limitation investment allocation methodologies and know-how, and any software and analytical tools utilized and developed by or for Hartford Life for the management, marketing and administration of the Program (the "**Hartford Life Intellectual Property**"). Notwithstanding the foregoing, the Board shall not be restricted in any manner in connection with the continuation of the Program after this Agreement has terminated or expired in using the same or substantially the same structure of the Program or portions thereof, including the investment and allocation guidelines components and similar matters, as have been in effect or utilized prior to termination or expiration of this Agreement.

Section 17.3. License. The Board shall be deemed to have granted to Hartford Life a non-exclusive, royalty-free non-transferable license to use the Program Records in connection with it providing the Services under this Agreement. All Program Records shall be readily accessible to the Board, its officers, employees, agents or representatives at Hartford Life's expense, in a commercially reasonable manner. Hartford Life shall transfer any ownership interest it may have to the Board, or obtain adequate license for the Board to use, any materials that incorporate copyrighted or patented materials owned by third parties in the Program Records. The form and substance of any such licenses to use such materials shall be subject to prior approval by the Board. Hartford Life shall not use any of the Program Records during the term of this Agreement or any extension thereof or after termination hereof other than as may be required in connection with the Services and shall be deemed to have granted the Board an exclusive, perpetual, royalty-free, non-transferable license to so use Hartford Life Intellectual Property during the term of this Agreement.

WITNESS THE FOLLOWING SIGNATURES:

**THE BOARD OF TRUSTEES OF THE
WEST VIRGINIA COLLEGE PREPAID
TUITION AND SAVINGS PROGRAM**

By: John D Berdue

Its: _____

HARTFORD LIFE INSURANCE COMPANY

By: C. J. D. V.

Its: Chad President

SCHEDULES:

A - Fees

EXHIBITS:

- A - West Virginia Code §18-30-1 et seq.
- B - Request for Proposal No. STO #117E, dated August 10, 2001
- C - Hartford Life Proposal dated September 21, 2001
- D - Program Manual Table of Contents
- E - Program Manual
- F - Form of Offering Statement
- G - Form of Participation Agreement

MANAGEMENT AGREEMENT

between

HARTFORD LIFE INSURANCE COMPANY

and

**THE BOARD OF TRUSTEES
OF THE WEST VIRGINIA COLLEGE PREPAID TUITION AND**