

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	08/03/2004		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Southland Life Insurance Company		06/07/2004	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Security Life of Denver Insurance Company		
Street Address:	1290 Broadway		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80203		
Entity Type:	CORPORATION: COLORADO		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2320467	IMMEDIATE EQUITY	
CORRESPONDENCE DATA			
Fax Number:	(404)962-6771		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	404-885-3539		
Email:	trademarks@troutmansanders.com		
Correspondent Name:	Segeda T. Ranjeet		
Address Line 1:	600 Peachtree Street NE		
Address Line 2:	Troutman Sanders LLP - Suite 5200		
Address Line 4:	Atlanta, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	14307.111		
NAME OF SUBMITTER:	Segeda T. Ranjeet		
Signature:	/STR/		

OP \$40.00 2320467

Date:

12/01/2005

Total Attachments: 5

source=Merger-Doc#page1.tif

source=Merger-Doc#page2.tif

source=Merger-Doc#page3.tif

source=Merger-Doc#page4.tif

source=Merger-Doc#page5.tif

John P. Paterson

DATE

8/3/04

STATE OF COLORADO
ARTICLES OF MERGER
OF

John P. Paterson BY

SOUTHLAND LIFE INSURANCE COMPANY
INTO
SECURITY LIFE OF DENVER INSURANCE COMPANY

Pursuant to Section 7-111-105 of the Colorado Business Corporation Act, the undersigned company executed the following Articles of Merger:

1. The name of the merging company is Southland Life Insurance Company (the "Merging Entity"), a Texas corporation and the principal address of its principal office is 5780 Powers Ferry Road, Atlanta, GA 30327.
2. The name of the surviving company is Security Life of Denver Insurance Company (the "Surviving Entity"), a Colorado corporation and the principal address of its principal office is 1290 Broadway, Denver, CO 80203.
3. The Merging Entity is merged into the Surviving Entity pursuant to Section 7-111-107 of the Colorado Business Corporation Act.
4. The number of votes cast for the Plan of Merger by each voting group of shareholders entitled to vote on the merger was sufficient for approval by that voting group.
5. The merger is to become effective upon the last to occur of (a) 12:01 a.m., October 1, 2004, (b) 12:01 a.m. on the date on which the Articles of Merger are filed with the Texas Insurance Commissioner, or (c) 12:01 a.m. on the date on which the Articles of Merger are filed with the Colorado Secretary of State.

IN WITNESS WHEREOF, the undersigned company has caused these articles to be signed by an authorized officer, the 7th day of June, 2004.

Submitted by:

SECURITY LIFE OF DENVER INSURANCE COMPANY

By: *Keith Gubbay*
Name: Keith Gubbay
Title: President

PLAN OF MERGER

BETWEEN

**SECURITY LIFE OF DENVER INSURANCE COMPANY,
A COLORADO CORPORATION**

AND

SOUTHLAND LIFE INSURANCE COMPANY, A TEXAS CORPORATION.

This PLAN OF MERGER (the "Plan"), made and entered into on the 7th day of June, 2004, by and between Security Life of Denver Insurance Company, a Colorado corporation ("SLD") having its principal office at 1290 Broadway, Denver, CO 80203 and Southland Life Insurance Company, a Texas Corporation ("SLIC") having its principal office at 5780 Powers Ferry Road, Atlanta, GA 30327, pursuant to Section 7-111-107 of the Colorado Business Corporation Act (the "CBCA") and Section 5.01 of the Texas Business Corporation Act (the "TBCA").

WITNESSETH:

WHEREAS, SLD is a wholly owned subsidiary of ING America Insurance Holdings, Inc. and SLIC is a wholly owned subsidiary of ING America Life Corporation;

WHEREAS, the Boards of Directors of SLD and SLIC deem it desirable and advisable that SLIC be merged with and into SLD, with SLD being the surviving entity, on the terms and conditions hereinafter set forth, in accordance with the applicable provisions of the statutes of the State of Colorado and the statutes of the State of Texas which permit such merger; and

WHEREAS, the Merger (as hereinafter defined) is intended to qualify as a "reorganization" within the meaning of Section 368 of the Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the premises and of the agreements, covenants and provisions hereinafter contained, SLD and SLIC, by their respective Boards of Directors, have agreed and do hereby agree, each with the other as follows:

**ARTICLE I
THE MERGER**

Section 1.1. The Merger. At the Effective Time (as hereinafter defined) SLIC, pursuant to Section 5.01 of the TBCA, will be statutorily merged with and into SLD and the separate corporate existence of SLIC shall cease. SLD as it exists from and after the Effective Time is sometimes referred to as the "Surviving Corporation."

Section 1.2. Effective Time of the Merger. Subject to the terms and conditions of this Agreement, Articles of Merger, as prescribed by Colorado law, shall be duly prepared, executed and acknowledged by SLD and shall be filed with the Colorado Commissioner of Insurance and Articles of Merger, as prescribed by Texas law, shall be duly prepared, executed and acknowledged by SLIC and SLD and shall be filed with the Texas Insurance Commissioner. The merger described in Section 1.1 (the "Merger") shall become effective upon the last to occur of (a) 12:01 a.m., October 1, 2004, (b) 12:01 a.m. on the date on which the Articles of Merger are filed with the Colorado Secretary of State, or (c) 12:01 a.m. on the date on which the Articles of Merger are filed with the Texas Insurance Commissioner, provided the Articles of Merger have been approved by the Colorado Commissioner of Insurance and the Texas Insurance Commissioner. The date and time when the Merger shall become effective is hereinafter referred to as the "Effective Time."

Section 1.3. Effects of the Merger. The Merger shall have the effects as follows:

- a. The parties to this Agreement shall be one insurance company, which shall be SLD.
- b. The separate existence of SLIC shall cease and SLD shall possess all the rights, privileges, powers and franchises of SLIC, of a public as well as of a private nature, and shall be subject to all of the restrictions, disabilities, and duties of SLIC.
- c. All property of SLIC, real, personal and mixed, all debts due to SLIC on whatever account, and all other things in action or belonging to SLIC shall be vested in SLD.
- d. The title to any real estate vested by deed or otherwise in SLIC shall not revert or be in any way impaired, but all rights of creditors therein and all liens thereon shall be preserved unimpaired.
- e. All debts, liabilities, duties and other obligations of SLIC under any and all indentures, loan agreements, revolving credit agreements, liquidity agreements, letters of credit and reimbursement agreements, notes, guarantees or other agreements or other instruments to which SLIC is a party or by which it is bound shall attach to SLD and may be enforced against SLD to the same extent as if said debts, liabilities and duties had been incurred or contracted by SLD.
- f. SLD expressly assumes all franchise and other tax liabilities of SLIC and expressly assumes all debts, liabilities, duties and other obligations of SLIC under any and all indentures, loan agreements, revolving credit agreements, liquidity agreements, letters of credit and reimbursement agreements, notes, guarantees or other agreements or other instruments to which SLIC is a party or by which it is bound. SLD expressly assumes all policies and policy obligations of SLIC on the same terms as if the policies were still being carried by SLIC.

- g. All claims, actions or proceedings pending by or against SLIC may be continued as if the merger did not occur or the Surviving Corporation may be substituted in place of SLIC.

ARTICLE II THE SURVIVING CORPORATION

Section 2.1. Articles of Incorporation. The Articles of Incorporation of SLD as in effect at the Effective Time shall be and remain the Articles of Incorporation of the Surviving Corporation.

Section 2.2. Bylaws. The Bylaws of SLD in effect at the Effective Time shall be and remain the Bylaws of the Surviving Corporation until altered, amended or repealed in accordance with their terms and as provided by the Articles of Incorporation of the Surviving Corporation.

Section 2.3 Directors and Officers. The directors and officers of SLD in office at the Effective Time shall continue in office and shall constitute the directors and officers of the Surviving Corporation for the terms for which such persons have been elected and until their respective successors shall be elected or appointed and qualified.

ARTICLE III CAPITALIZATION

All of the shares of capital stock of SLIC which are issued and outstanding immediately prior to the Effective Time, by virtue of the Merger and by operation of law and without any action on the part of the holder thereof, shall no longer be outstanding, shall be canceled and retired, and cease to exist, and each holder of a certificate representing any such shares of capital stock of SLIC shall thereafter cease to have any rights with respect to such shares of capital stock thereof.

ARTICLE IV MISCELLANEOUS

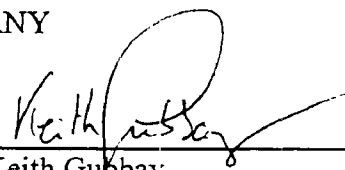
Section 4.1. Cooperation. Each of SLD and SLIC shall take, or cause to be taken, all action or do or cause to be done, all things necessary, proper or advisable under the laws of the State of Colorado and the State of Texas to consummate and effectuate the Merger, subject, however, to the appropriate vote or consent of the Board of Directors of each of SLD and SLIC in accordance with the requirements of the applicable provisions of the laws of the State of Colorado and the State of Texas.

Section 4.2. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same agreement.

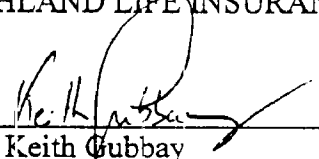
Section 4.3. Governing Law. This Agreement shall be governed by and construed under the laws of the State of Colorado, without regard to the conflict of laws principles thereof. The Surviving Corporation, SLD, shall be governed by the laws of the State of Colorado.

IN WITNESS WHEREOF, SLD and SLIC, pursuant to the approval and authority duly given by resolutions adopted by their respective Boards of Directors and the written consent of their respective sole shareholder have caused this Plan of Merger to be executed by an authorized officer of each party hereto effective as of the date first written above.

SECURITY LIFE OF DENVER INSURANCE
COMPANY

By: 
Name: Keith Gubbay
Title: President

SOUTHLAND LIFE INSURANCE COMPANY

By: 
Name: Keith Gubbay
Title: President