

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings → → →

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

1. Name of conveying party(ies):
Executive Risk Management Associates

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

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

2. Name and address of receiving party(ies)
Name: The Chubb Corporation
Internal
Address: _____
Street Address: 15 Mountainview Road
City: Warren State: NJ Zip: 07059

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New Jersey
 Other _____

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 Merger
 Security Agreement Change of Name
 Other _____

Execution Date: August 12, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) _____

Additional number(s) attached Yes No

B. Trademark Registration No.(s) 2,143,806

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: William J. Heller, Esq.
Internal Address: McCarter & English, LLP
Four Gateway Center

Street Address: 100 Mulberry Street

City: Newark State: NJ Zip: 07102

6. Total number of applications and registrations involved:


7. Total fee (37 CFR 3.41).....\$ 40.00

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
502639

DO NOT USE THIS SPACE

9. Signature.
JOHN E. WISINGER
Name of Person Signing


Signature

10/29/03
Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

CIH \$40.00 602639 2143806

1. Name of conveying party(ies): (continuation)

Chubb Executive Risk Inc. (formerly known as Executive Risk, Inc.)

Sullivan Kelly, Inc.

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT ("Assignment"), effective as of June 16, 1999 (the "Effective Date"), is by and between Executive Risk Management Associates, a Connecticut partnership composed of Chubb Executive Risk Inc. (formerly known as Executive Risk Inc.), a Delaware Corporation, and Sullivan Kelly, Inc., a California Corporation, both with offices at 82 Hopmeadow Street, Simsbury, Connecticut 06070, ("ERMA"), and The Chubb Corporation, a New Jersey corporation, with offices at 15 Mountainview Road, Warren, New Jersey 07059 ("Chubb").

RECITALS

A. WHEREAS, Executive Risk Inc. and Chubb are parties to a Amended and Restated Agreement and Plan of Merger dated as of June 16, 1999 ("Plan of Merger");

B. WHEREAS, in furtherance of the Plan of Merger and pursuant to Sections 4.18 and 8.05 thereof, ERMA desires to transfer, assign, convey, deliver and vest all of its right, title and interest in and to the Assigned Mark (as defined below) and all of the goodwill associated therewith and all other rights ERMA may have with respect to such Assigned Mark.

NOW, THEREFORE, in consideration of the premises and for other good and valid consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:


1. "Assigned Mark" means the United States Trademark Registration No. 2,143,806 for the mark EXECUTIVE RISK and Design.
2. ERMA hereby transfers, conveys and assigns to Chubb all of its rights, title and interest in and to the Assigned Mark in the United States, any common law rights relating to the Assigned Mark, together with all of the assets and the goodwill of the business represented by the Assigned Mark, and the right to sue for past infringements of the Assigned Mark.
3. ERMA shall execute any and all documents reasonably requested by Chubb to effect transfer and recording of the Assigned Mark to Chubb.

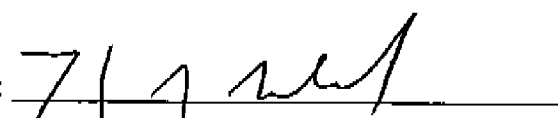
IN WITNESS WHEREOF, the parties have caused this TRADEMARK ASSIGNMENT to be executed by their duly authorized representatives as of the Effective Date.

EXECUTIVE RISK MANAGEMENT .
ASSOCIATES

THE CHUBB CORPORATION

By: Chubb Executive Risk Inc., a Partner

By: 
Name: Robert C. Cox
Title: President and COO

By: 
Name: HENRY G. GULICK
Title: VICE PRESIDENT & SECRETARY

STATE OF CONNECTICUT)
)
) ss. Smobvey
)
COUNTY OF HARTFORD

I CERTIFY that on this 6th day of August, 2003, ROBERT C. COX personally appeared before me and acknowledged under oath, to my satisfaction that he signed the attached Trademark Assignment as PRES. OF CORPORATE PART OF Executive Risk Management Associates., and had the authority to do so.

[Signature]
Name: JUDITH J. CURRY
COMMISSIONER OF THE SUPERIOR
~~[Notarial Seal]~~ COURT OF CONNECTICUT

STATE OF NEW JERSEY)
)
) ss.
)
COUNTY OF Somerset

I CERTIFY that on this 12th day of August 2003, Henry G. Gulick personally appeared before me and acknowledged under oath, to my satisfaction that he signed the attached Trademark Assignment as Vice President and Secretary of The Chubb Corporation, and had the authority to do so.

[Signature]
Name:
[Notarial Seal]

TUNISIA R. LIPFORD
NOTARY PUBLIC
STATE OF NEW JERSEY
My Commission Expires 05-24-2007

EXECUTION COPY

**AMENDED AND RESTATED
AGREEMENT AND PLAN OF MERGER**

dated as of

June 16, 1999

among

EXECUTIVE RISK INC.

THE CHUBB CORPORATION

and

EXCALIBUR ACQUISITION, INC.

(NY) 05050/216/AGT/amd.restd.agt.wpd

**AMENDED AND RESTATED
AGREEMENT AND PLAN OF MERGER**

AMENDED AND RESTATED AGREEMENT AND PLAN OF MERGER dated as of June 16, 1999 among Executive Risk Inc., a Delaware corporation (the "Company"), The Chubb Corporation, a New Jersey corporation ("Parent"), and Excalibur Acquisition, Inc., a Delaware corporation and a direct, wholly-owned subsidiary of Parent ("MergerSub").

RECITALS

WHEREAS, on February 6, 1999, the parties hereto entered into a merger agreement (the "Original Agreement") pursuant to which MergerSub would be merged with and into the Company resulting in the Company becoming a wholly-owned subsidiary of the Parent;

WHEREAS, the parties hereto wish to amend the Original Agreement to amend certain matters with respect to the merger;

WHEREAS, the Boards of Directors of the Company and Parent each have determined that a business combination between the Company and Parent is advisable and in the best interests of their respective companies and stockholders and presents an opportunity for their respective companies to achieve long-term strategic and financial benefits, and accordingly have agreed to effect the merger provided for herein upon the terms and subject to the conditions set forth herein;

WHEREAS, the parties hereto intend that the merger provided for herein shall qualify for U.S. federal income tax purposes as a reorganization within the meaning of Section 368(a) of the U.S. Internal Revenue Code of 1986, as amended (together with the rules and regulations promulgated thereunder, the "Code") (a "368 Reorganization");

WHEREAS, concurrently with entering into the Original Agreement, the Company granted Parent an option to acquire up to 19.9% of newly issued Company Common Shares (as defined below) on the terms and subject to the conditions set forth in the Stock Option Agreement between the Company and Parent dated as of the date of the Original Agreement (the "Stock Option Agreement"); and

WHEREAS, by resolutions duly adopted, the respective Boards of Directors of the Company, Parent and MergerSub have approved and adopted this Agreement, the Stock Option Agreement and the transactions contemplated hereby.

(NY) 050507216/AGT/amd.rcstd.agt.wpd

ARTICLE 2
THE MERGER

SECTION 2.01. *The Merger.* (a) At the Effective Time, MergerSub shall be merged (the "Merger") with and into the Company in accordance with the terms and conditions of this Agreement and of the General Corporation Law of the State of Delaware (the "DGCL"), at which time the separate existence of MergerSub shall cease and the Company shall be the surviving corporation (the "Surviving Corporation").

(b) Not later than the second Business Day after satisfaction or, to the extent permitted hereby, waiver of the conditions set forth in Article 9 (other than conditions that by their nature are to be satisfied at the Closing, but subject to those conditions), the Company and MergerSub will file a certificate of merger (the "Certificate of Merger") with the Secretary of State of the State of Delaware and make all other filings or recordings required by the DGCL in connection with the Merger. The Merger shall become effective upon the filing of the Certificate of Merger with the Secretary of State of the State of Delaware in accordance with the DGCL or at such later time which the parties hereto shall have agreed upon and designated in such Certificate of Merger as the effective time of the Merger (the "Effective Time").

(c) From and after the Effective Time, the Merger shall have the effects set forth in the DGCL.

(d) The closing of the Merger (the "Closing") shall be held at the offices of Davis Polk & Wardwell, 450 Lexington Avenue, New York, NY (or such other place as agreed by the parties) at 10:00 a.m. New York City time on a date to be specified by the parties, which shall be no later than the second Business Day after satisfaction or, to the extent permitted hereby, waiver of the conditions set forth in Article 9 (other than conditions that by their nature are to be satisfied at the Closing, but subject to those conditions), unless the parties hereto agree to another date or time.

SECTION 2.02. *Organizational Documents.* The Certificate of Merger shall provide that at the Effective Time (i) the Company's certificate of incorporation in effect immediately prior to the Effective Time shall be the Surviving Corporation's certificate of incorporation and (ii) MergerSub's bylaws in effect immediately prior to the Effective Time shall be the Surviving Corporation's bylaws, in each case until amended in accordance with applicable law.

admitted assets of the Company and each Company Insurance Subsidiary as determined under applicable Laws are in an amount at least equal to the minimum amounts required by applicable Laws.

(b) Except for regular periodic assessments in the ordinary course of business or assessments based on developments which are publicly known within the insurance industry, to the knowledge of the Company, no claim or assessment is pending or threatened against any Company Insurance Subsidiary by (i) any state insurance guaranty associations in connection with such association's fund relating to insolvent insurers or (ii) any assigned risk plan or other involuntary market plan which if determined adversely would, individually or in the aggregate, be reasonably likely to result in a cost to the Company or any of its Subsidiary of an amount in excess of \$500,000.

SECTION 4.17. *Title to Properties.* The Company has good and marketable title to its headquarters located at 82 Hopmeadow Street in Simsbury, Connecticut ("**Owned Property**") and such property is free and clear of all Liens except for such Liens, defects in title, easements, restrictive covenants and similar encumbrances or impediments that, in the aggregate, do not materially interfere with the ability of the Company and its Subsidiaries to conduct their business, taken as a whole, as currently conducted.

SECTION 4.18. *Intellectual Property.* With such exceptions as, individually or in the aggregate, would not be reasonably likely to have a Company Material Adverse Effect, the Company and the Company Subsidiaries own or have a valid license to use each trademark, service mark, trade name, mask work, invention, patent, trade secret, copyright, know-how (including any registrations or applications for registration of any of the foregoing) or any other similar type of proprietary intellectual property right (collectively, the "**Company Intellectual Property**") necessary to carry on the business of the Company and the Company Subsidiaries, taken as a whole, as currently conducted. Neither the Company nor any Company Subsidiary has received any written notice of infringement of or challenge to, and, to the Company's knowledge, there are no claims pending with respect to the rights of others to the use of, any Company Intellectual Property. Section 4.18 to the Company Disclosure Schedule identifies each trademark, service mark and trade name registered with the U.S. Trademark and Patent Office which the Company and its Subsidiaries own.

SECTION 4.19. *Environmental Matters.* (a) With such exceptions as, individually or in the aggregate, would not be reasonably likely to have a Company Material Adverse Effect, (i) no written notice, notification, demand, request for information, citations, summons, complaint or order has been received by, and no investigation, action, claim, suit, proceeding or review is pending or

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Section 4.18. Intellectual Property.

1. "Executive Risk" - Reg. No. 2,018,648 (11/26/96).
2. "Executive Risk Management Associates" - Reg. No. 2,005,513 (10/8/96).
3. Executive Risk Management Associates (design) - Reg. No. 2,005,514 (10/8/96).
4. Backpack - Reg. No. 1,924,063 (10/3/95).