

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	MERGER
EFFECTIVE DATE:	12/31/2004

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Medical Life Insurance Company		08/27/2004	CORPORATION: OHIO

**RECEIVING PARTY DATA**

Name:	Fort Dearborn Life Insurance Company
Street Address:	1020 W. 31st Street
City:	Downers Grove
State/Country:	ILLINOIS
Postal Code:	60515
Entity Type:	CORPORATION: ILLINOIS

**PROPERTY NUMBERS Total: 2**

Property Type	Number	Word Mark
Registration Number:	2249659	MLI
Registration Number:	1434923	MLI

**CORRESPONDENCE DATA**

Fax Number: (602)734-3750  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 602.262.5311  
 Email: trademarks@lrlaw.com  
 Correspondent Name: Sean D. Garrison  
 Address Line 1: 40 North Central Avenue, 19th Floor  
 Address Line 4: Phoenix, ARIZONA 85004

ATTORNEY DOCKET NUMBER:	45674.4
NAME OF SUBMITTER:	Sean D. Garrison
Signature:	/Sean D. Garrison/

CH \$65.00 2249659

Date:

10/11/2006

**Total Attachments: 13**

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**ARTICLES OF MERGER  
OF  
FORT DEARBORN LIFE INSURANCE COMPANY,  
AN ILLINOIS CORPORATION  
AND  
MEDICAL LIFE INSURANCE COMPANY,  
AN OHIO CORPORATION**

Pursuant to the provisions of the Ohio Insurance Code and the Illinois Insurance Code, the undersigned corporations adopt the following Articles of Merger for the purpose of merging Medical Life Insurance Company, an Ohio domiciled insurer, into and with Fort Dearborn Life Insurance Company, an Illinois domiciled insurer:

**ARTICLE ONE**

The names of the corporations proposing to merger and the states of their incorporation are:

Fort Dearborn Life Insurance Company which was incorporated in the State of Illinois on August 23, 1966,

and

Medical Life Insurance Company which was incorporated in the State of Ohio on September 13, 1973.

**ARTICLE TWO**

The laws of the States of Illinois and Ohio under which Fort Dearborn Life Insurance Company and Medical Life Insurance Company, respectively, were incorporated permit such merger.

**ARTICLE THREE**

The Plan and Agreement of Merger is attached as Exhibit A to these Articles of Merger and has been approved by the shareholders and the Boards of Directors of Medical Life Insurance Company and Fort Dearborn Life Insurance Company.

#### ARTICLE FOUR

The name of the surviving corporation is Fort Dearborn Life Insurance Company which will continue to maintain its principal place of business at 300 E. Randolph Street, Chicago, Illinois, and will continue to be governed by the laws of the State of Illinois.

#### ARTICLE FIVE

The Directors of Fort Dearborn Life Insurance Company, as the surviving entity, will continue to serve as Directors until their indicated terms expire and their successors are elected, or until the earlier of their death, resignation or removal:

<u>Name</u>	<u>Address</u>	<u>Term Expires</u>
Raymond F. McCaskey	300 E. Randolph Chicago, Illinois	November 23, 2004
Sherman M. Wolff	300 E. Randolph Chicago, Illinois	November 23, 2004
Larry J. Newsom	300 E. Randolph Chicago, Illinois	November 23, 2004

#### ARTICLE SIX

Fort Dearborn Life Insurance Company, an Illinois insurer with a certificate of authority to do an insurance business in the State of Ohio and in good standing in regards to such certificate, hereby reaffirms its agreement that it may be served by process in the State of Ohio in any proceeding for the enforcement of any obligation of the undersigned domestic corporation.

#### ARTICLE SEVEN

The number of outstanding shares of each class of each merging corporation and the number of shares of each class owned immediately prior to the effective date of the Plan and Agreement of Merger are:

- a) Medical Life Insurance Company has common stock in the amount of: 40,000 authorized shares at a par value of \$100.00 per share of which 26,228 are issued and outstanding. Fort Dearborn Life Insurance Company owns all of the issued and outstanding shares of common stock of Medical Life Insurance Company. There are no director shares.
- b) Fort Dearborn Life Insurance Company has common stock in the amount of: 3,000,000 authorized common shares at a par value of \$2.78 per share of which 1,800,000 are issued and outstanding. The sole shareholder of Fort Dearborn Life Insurance Company, Health Care Service Corporation, a Mutual Legal Reserve Company, owns all of the issued and outstanding shares of common stock of Fort Dearborn Life Insurance Company. There are no director shares.

#### ARTICLE EIGHT

- a) The number of outstanding shares of each class of surviving entity, Fort Dearborn Life Insurance Company, and the number of shares of each class owned on the effective date of the plan of merger are: 3,000,000 authorized common stock at a par value of \$2.78 per share of which 1,800,000 are issued and outstanding. Ownership of these shares will remain with the sole shareholder of the Fort Dearborn Life Insurance Company, the surviving entity, and there will be no director's shares.
- b) The number of outstanding shares of each class of the non-surviving entity, Medical Life Insurance Company, will as of the effective date be retired and cancelled.
- c) The capital and surplus of the surviving entity, Fort Dearborn Life Insurance Company, shall equal the amount of capital stock of Fort

Dearborn Life (\$5,004,000 representing 1,800,000 shares at \$2.78 par value) plus the gross paid in and contributed surplus for Fort Dearborn Life as of the day immediately preceding the Effective Date which is anticipated to be \$166,041,460 as stated on line 33 of the 2003 Annual Statement plus the amount of unassigned surplus for Fort Dearborn Life as of the day immediately preceding the Effective Date.

#### **ARTICLE NINE**

These Articles of Merger shall be effective the later of December 31, 2004 or the date all necessary regulatory approvals have been obtained and the certificate of merger issued by the appropriate regulatory authority(ies).

*Space Left Intentionally Blank*

IN WITNESS WHEREOF, Fort Dearborn Life Insurance Company and Medical Life Insurance Company have caused these Articles of Merger to be executed by their President, attested by their Secretary and the corporate seal affixed on the 27<sup>th</sup> day of August, 2004.

By: [Signature]  
Larry J. Newsom, as President of  
Medical Life Insurance Company  
and Fort Dearborn Life Insurance  
Company

ATTESTED BY:

By: [Signature]  
Maureen T. Mulville, as Secretary of  
Medical Life Insurance Company  
and Fort Dearborn Life Insurance  
Company

CORPORATE SEAL:

MEDICAL LIFE INSURANCE COMPANY

FORT DEARBORN LIFE INSURANCE  
COMPANY

**PLAN & AGREEMENT OF MERGER**

**Between**

**FORT DEARBORN LIFE INSURANCE COMPANY,**

**An Illinois insurer**

**And**

**Its wholly owned subsidiary,  
MEDICAL LIFE INSURANCE COMPANY**

**An Ohio insurer**



**THIS PLAN AND AGREEMENT OF MERGER** (the "Agreement") dated as of August 30, 2004 is by and between **MEDICAL LIFE INSURANCE COMPANY**, an Ohio stock life insurance company ("Medical Life"), incorporated on September 13, 1973 and its parent, **FORT DEARBORN LIFE INSURANCE COMPANY**, an Illinois stock life insurance company ("Fort Dearborn"), incorporated on August 23, 1966.

**WHEREAS**, Fort Dearborn is a stock life insurance company duly organized and validly existing under the laws of the State of Illinois with its home office being in Chicago, Illinois; and

**WHEREAS**, Medical Life is a stock life insurance company duly organized and validly existing under the laws of the State of Ohio with its home office being in Cleveland, Ohio; and

**WHEREAS**, the respective shareholders and Boards of Directors of Fort Dearborn and Medical Life have determined that is desirable and in the best interest of the corporations to effectuate a statutory merger of Fort Dearborn and Medical Life into a single corporation (the "Merger").

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements herein contained, and in order to prescribe the terms and conditions of the Merger, the parties hereto agree as follows:

## **1. THE MERGER**

- 1.1. **The Merger**. Medical Life shall merge into and with Fort Dearborn, with Fort Dearborn being the Surviving Entity. The principal place of business of the Surviving Entity shall be 300 E. Randolph Street, Chicago, Illinois
- 1.2. **Effective Date** The Merger provided for in this Agreement shall become effective on the later of December 31, 2004 or the date all necessary regulatory approvals have been obtained and the certificate of merger issued by the appropriate regulatory authority(ies).
- 1.3. **Common Stock** All issued and outstanding capital stock of Medical Life, consisting of 40,000 shares of common stock (\$100.00 par value per share, one vote per share), shall be retired and canceled upon the effectiveness of the Merger. Each share of all issued and outstanding capital stock of Fort Dearborn, consisting of 1,800,000 shares of common stock (\$2.78 par value per share, one vote per share) on the Effective Date shall continue

to evidence the same number of shares of the common stock of the Surviving Entity. As a result, the number of issued and outstanding shares of the common stock of the Surviving Entity (1,800,000 shares at a par value of \$2.78 per share) held by the sole shareholder of Fort Dearborn, Health Care Service Corporation, will remain unchanged after the Merger.

1.4. Capital & Surplus As of the Effective Date, the capital and surplus of the Surviving Entity shall equal

1.4.1. the amount of gross paid in and contributed surplus for Fort Dearborn as of the day immediately preceding the Effective Date which is anticipated to be the December 31, 2003 gross paid in and contributed surplus per line 33 of the 2003 annual statement (\$166,041,460) plus

1.4.2. the amount of unassigned surplus for Fort Dearborn as of the day immediately preceding the Effective Date plus

1.4.3. the amount of capital stock for Fort Dearborn as of the day immediately preceding the Effective Date which is anticipated to be 1,800,000 shares of common stock at a \$2.78 par value per share (\$5,004,000).

1.5. Effect of Merger

1.5.1. On the Effective Date, the separate corporate existence of Medical Life shall cease. The corporate existence of Fort Dearborn, as the Surviving Entity, shall continue to exist uninterrupted, unimpaired and unaffected.

1.5.2. On and after the Effective Date, the Merger shall have the effects set forth in the Illinois and Ohio Insurance Codes and such other laws as may be applicable. Without limiting the generality of those laws and subject to their provisions on and after the Effective Date, the Surviving Entity shall, without further act or deed, thereupon and thereafter succeed to and possess all of the rights, privileges, powers, franchises and immunities of a public as well as a private nature, of Medical Life, and all of the assets, contracts, and property (real, personal and mixed), of Medical Life and all obligations or debts due to Medical Life, on whatever account, including choses in action, and all and every other interest of or belonging to or due Medical Life of any type or nature whatsoever, shall be taken and deemed to be transferred to and be invested in the Surviving

Entity without further act or deed. The Surviving Entity shall thence forth be responsible and liable for all liabilities, contracts, agreements and obligations of Medical Life and any claim existing or action or proceeding pending by or against Medical Life may be prosecuted as if the Merger had not taken place or the Surviving Entity may be substituted in the place of Medical Life. Neither the rights of creditors nor the liens upon the property of either Fort Dearborn or Medical Life shall be impaired by the Merger.

1.5.3. All policies and certificates of insurance, reinsurance agreements, agency agreements and such other similar agreements issued, outstanding and in force in Medical Life on the Effective Date shall be and become the liability and obligation of the Surviving Entity on the Effective Date in accordance with the terms and under the same terms and conditions hereof. The Surviving Entity shall issue its assumption certificate to Medical Life policyholders, if any, within 60 days of the approval thereof; provided, however, that the failure to issue any assumption certificate shall not lessen, discharge or otherwise change the effect of the merger as contemplated in this Section 1.5.3 and pursuant to applicable law, or otherwise affect the obligations of the Surviving Entity to Medical Life policyholders after giving effect to the Merger and the terms and provisions of this Agreement.

1.6. **Articles and By-Laws.**

1.6.1. *Articles.* As of the Effective Date, the Articles of Incorporation of Fort Dearborn shall be the Articles of Incorporation of the Surviving Entity until thereafter amended in accordance with the terms thereof and applicable law.

1.6.2. *By-Laws.* As of the Effective Date, the By-Laws of Fort Dearborn shall be the By-Laws of the Surviving Entity until thereafter amended in accordance with the terms thereof and with applicable law.

1.7. **Tax Consequences.** It is intended that the Merger shall constitute a "statutory merger" within the meaning of Section 368(a)(1)(A) of the Internal Revenue Code, and that this Agreement shall constitute a "plan of reorganization" for the purposes of Section 368 of the IRC.

1.8. Board of Directors and Officers

- 1.8.1. *Number.* The number of directors of the Surviving Entity shall remain unchanged, i.e., three, from the number immediately preceding the Effective Date.
- 1.8.2. *Directors & Officers.* The members of the Board of Directors and officers of Fort Dearborn immediately prior to the Effective Date shall be members of the Board of Directors and officers, respectively, of the Surviving Entity, and they shall continue to hold such offices until their respective successors shall have been duly elected and shall qualify pursuant to the Bylaws of the Surviving Entity. All directors and officers of Medical Life shall resign and such resignations shall take effect immediately upon the Effective Date.
- 1.8.3. *Benefit Plans.* From and after the Effective Date, unless otherwise mutually determined, benefit plans under which Fort Dearborn employees are currently covered and in effect as of the date of this Agreement shall remain in effect with respect to such persons covered by such plans at the Effective Date until such time as the Surviving Entity shall subject to applicable law, by the terms of this Agreement or by the terms of such plans, adopt new benefit plans with respect to employees of the Surviving Entity. Medical Life employees are currently covered under the same benefit plans as Fort Dearborn employees. Medical Life employees will continue to participate in such plans as Fort Dearborn employees without any change of benefits except those which all employees may be subject to under the terms and conditions of the employee benefit plans.
- 1.8.4. *Service of Process.* Subject to the effectiveness of the Merger, the Surviving Entity may be served from and after the Effective Date with process in the State of Ohio in any suit or proceeding for enforcement of any obligation of Medical Life, including any suit or other proceeding to enforce the rights of any policyholders of Medical Life and service shall be as may be required by Ohio law.

## 2. OBLIGATIONS OF THE PARTIES

- 2.1. Regulatory Matters Fort Dearborn and Medical Life, through their respective officers and directors, shall execute and file with the Ohio Insurance Department and the Illinois Insurance Department or their successors in interest, if any, and with the appropriate state officials of any other relevant or appropriate state and with the appropriate officials of the federal government, all documents and papers necessary and required by any such states or regulatory agencies, and such corporations shall take every reasonable and necessary step and action to comply with and to secure such approval of this Agreement and the actions contemplated herein as may be required by the statutes, rules and regulation of such states.
- 2.2. Shareholder and Board of Director Approval. The shareholders and the Boards of Directors of Medical Life and Fort Dearborn have approved this Agreement.
- 2.3. Access. From the date hereof to the Effective Date, Medical Life and Fort Dearborn shall provide the other with such information and permit the other officers and representatives such access to its properties and books and records as the other may from time to time reasonably request.

## 3. TERMINATION

- 3.1. Termination This Agreement may be terminated by the Board of Directors of Medical Life or Fort Dearborn at any time prior to the Effective Date or as may be otherwise permitted by applicable law.
- 3.2. Effect of Termination In the event of the termination of this Agreement pursuant to Section 3.1 hereof, ~~each~~ party shall pay the costs and expenses incurred by it in connection with such termination and no party (or any officer, director, or shareholder of such party) shall be liable to any other party for any costs, expenses, damages or loss of anticipated profits hereunder.

## 4. MISCELLANEOUS

- 4.1. Entire Agreement. This Agreement embodies the entire agreement among the parties and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter herein.

- 4.2. **Counterparts.** To facilitate the execution of this Agreement, any number of counterparts hereof may be executed and each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute but one instrument.
- 4.3. **Further Instruments.** The parties to this Agreement agree that if it becomes necessary or desirable to execute further instruments or to make such other assurances as are deemed necessary, the party required to do so will use its best efforts to provide such executed instruments or do all things necessary or proper to carry out the purpose of this Agreement.
- 4.4. **Governing Law.** This Agreement shall be construed in accordance with the laws of the State of Illinois, without regard to any applicable conflicts of law.
- 4.5. **Severability.** Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction. If any provision of this Agreement is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.
- 4.6. **Assignment: Third Party Beneficiaries.** Neither this Agreement nor any of the rights, interests or obligations shall be assigned by any of the parties hereto (whether by operation of law or otherwise) without the prior written consent of the other party. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns. Except as otherwise specifically provided in this Section 4.6, this Agreement (including the documents and instruments referred to herein) is not intended to confer upon any person other than the parties hereto any rights or remedies hereunder.
- 4.7. **No Additional Compensation.** No director, officer, agent or employee of Fort Dearborn or Medical Life shall receive any fee, commission, compensation or other valuable consideration whatsoever for aiding, promoting, or assisting in the merger or in the adoption or approval of this Agreement, other than normal and routine fees, commissions, compensation, bonuses, and employee benefits currently being paid to

such directors, officers, agents, and employees in their usual capacity as such.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 27<sup>th</sup> day of August 2004.

FORT DEARBORN LIFE INSURANCE  
COMPANY & MEDICAL LIFE INSURANCE  
COMPANY

BY: 

LARRY J. NEWSOM, as President & Chief  
Executive Officer of Fort Dearborn Life  
Insurance Company and Medical Life  
Insurance Company and as Chairperson,  
of Fort Dearborn Life Insurance Company

ATTESTED TO:

By: 

Maureen T. Mulville, as  
Secretary of Fort Dearborn  
Life Insurance Company  
and Medical Life Insurance  
Company

CORPORATE SEALS

MEDICAL LIFE INSURANCE COMPANY

FORT DEARBORN LIFE INSURANCE COMPANY

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