

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301830

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	MERGER		
EFFECTIVE DATE:	01/01/2014		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Coventry Health Care, Inc.		01/01/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Aetna Health Holdings, LLC		
Street Address:	151 Farmington Avenue		
City:	Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06156		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85425608	THE BEAR THAT CARES	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	chandrar2@aetna.com		
Correspondent Name:	Rashmi Chandra		
Address Line 1:	151 Farmington Avenue		
Address Line 2:	RW61		
Address Line 4:	Hartford, CONNECTICUT 06156		
NAME OF SUBMITTER:	Edward Chung-I Lee		
SIGNATURE:	/edward chung-i lee/		
DATE SIGNED:	04/17/2014		
Total Attachments: 7			
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TRADEMARK

AGREEMENT AND PLAN OF MERGER

AGREEMENT AND PLAN OF MERGER, dated as of December 23, 2013 (this “**Agreement**”), between Coventry Health Care, Inc., a Delaware corporation (the “**Delaware Corporation**”), and Aetna Health Holdings, LLC, a Delaware limited liability company (the “**Delaware LLC**”).

WITNESSETH:

WHEREAS, the Delaware LLC desires to acquire the properties and other assets, and to assume all of the liabilities and obligations, of the Delaware Corporation by means of a merger of the Delaware Corporation with and into the Delaware LLC;

WHEREAS, Section 18-209 of the Delaware Limited Liability Company Act, 6 Del.C. §18-101, *et seq.* (the “**LLCA**”), and Section 264 of the General Corporation Law of the State of Delaware, 8 Del.C. §101, *et seq.* (the “**GCL**”), authorize the merger of a Delaware corporation with and into a Delaware limited liability company;

WHEREAS, the Delaware Corporation and the Delaware LLC now desire to merge (the “**Merger**”), following which the Delaware LLC shall be the surviving entity;

WHEREAS, the Delaware Corporation’s Certificate of Incorporation and Bylaws permit, and resolutions adopted by the Delaware Corporation’s Board of Directors authorize, this Agreement and the consummation of the Merger; and

WHEREAS, the sole member of the Delaware LLC has approved this Agreement and the consummation of the Merger.

NOW THEREFORE, the parties hereto hereby agree as follows:

ARTICLE 1 THE MERGER

Section 1.01. *The Merger.* (a) After satisfaction or, to the extent permitted hereunder, waiver of all conditions to the Merger, as the Delaware Corporation and the Delaware LLC shall determine, the Delaware LLC, which shall be the surviving entity, shall merge with the Delaware Corporation and shall 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 Delaware law in connection with the Merger. The Merger shall become effective at such time as is specified in the Certificate of Merger (the “**Effective Time**”).

(b) At the Effective Time, the Delaware Corporation shall be merged with and into the Delaware LLC, whereupon the separate existence of the Delaware Corporation shall cease, and the Delaware LLC shall be the surviving entity of the Merger (the “**Surviving LLC**”) in accordance with Section 18-209 of the LLCA and Section 264 of the GCL.

Section 1.02. *Cancellation of Stock; Conversion of Interests.* At the Effective Time: (a) Each share of capital stock of the Delaware Corporation outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, be canceled and no consideration shall be issued in respect thereof; and

(b) Each limited liability company interest in the Delaware LLC outstanding immediately prior to the Effective Time shall, by virtue of the Merger and without any action on the part of the holder thereof, remain unchanged and continue to remain outstanding as a limited liability company interest in the Surviving LLC.

ARTICLE 2 THE SURVIVING LIMITED LIABILITY COMPANY

Section 2.01. *Certificate of Formation and Limited Liability Company Agreement.* The certificate of formation and limited liability company agreement of the Delaware LLC in effect at the Effective Time shall be the certificate of formation and limited liability company agreement of the Surviving LLC unless and until amended in accordance with their terms and applicable law. The name of the Surviving LLC shall be Aetna Health Holdings, LLC.

ARTICLE 3 TRANSFER AND CONVEYANCE OF ASSETS AND ASSUMPTION OF LIABILITIES

Section 3.01. *Transfer, Conveyance and Assumption.* At the Effective Time, the Delaware LLC shall continue in existence as the Surviving LLC, and without further transfer, succeed to and possess all of the rights, privileges and powers of the Delaware Corporation, and all of the assets and property of whatever kind and character of the Delaware Corporation shall vest in the Delaware LLC without further act or deed; thereafter, the Delaware LLC, as the Surviving LLC, shall be liable for all of the liabilities and obligations of the Delaware Corporation (including without limitation the Delaware Corporation’s liabilities and obligations under Section 7.03 of the Agreement and Plan of Merger dated as of August 19, 2012, among Aetna Inc., Jaguar Merger Subsidiary, Inc. and Coventry Health Care, Inc., as amended), and any claim or

judgment against the Delaware Corporation may be enforced against the Delaware LLC, as the Surviving LLC, in accordance with Section 18-209 of the LLCA and Section 264 of the GCL.

Section 3.02. *Further Assurances.* If at any time the Surviving LLC shall consider or be advised that any further assignment, conveyance or assurance is necessary or advisable to vest, perfect or confirm of record in the Surviving LLC the title to any property or right of the Delaware Corporation, or otherwise to carry out the provisions hereof, the proper representatives of the Delaware Corporation as of the Effective Time shall execute and deliver any and all proper deeds, assignments and assurances and do all things necessary or proper to vest, perfect or convey title to such property or right in the Surviving LLC, and otherwise to carry out the provisions hereof.

ARTICLE 4 CONDITIONS TO THE MERGER

Section 4.01. *Conditions to the Obligations of Each Party.* The obligations of the Delaware LLC and the Delaware Corporation to consummate the Merger are subject to the satisfaction of the following conditions as of the Effective Time: (a) no provision of any applicable law or regulation and no judgment, injunction, order or decree shall prohibit the consummation of the Merger;

(b) all actions by or in respect of or filings with any governmental body, agency, official or authority required to permit the consummation of the Merger shall have been obtained; and

(c) this Agreement shall have been adopted by the sole stockholder of the Delaware Corporation as required by and in accordance with applicable law.

ARTICLE 5 TERMINATION

Section 5.01. *Termination.* This Agreement may be terminated and the Merger may be abandoned at any time prior to the Effective Time: (a) by mutual written consent of the Delaware LLC and the Board of Directors of the Delaware Corporation; or

(b) by either the Delaware LLC or the Board of Directors of the Delaware Corporation, if there shall be any law or regulation that makes consummation of the Merger illegal or otherwise prohibited, or if any judgment, injunction, order or decree enjoining the Delaware Corporation or the Delaware

LLC from consummating the Merger is entered and such judgment, injunction, order or decree shall become final and nonappealable.

ARTICLE 6
MISCELLANEOUS

Section 6.01. *Amendments; No Waivers.* (a) Any provisions of this Agreement may, subject to applicable law, be amended or waived prior to the Effective Time if, and only if, such amendment or waiver is in writing and signed by the Delaware LLC and by the Delaware Corporation.

(b) No failure or delay by any party hereto in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

Section 6.02. *Entire Agreement.* This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior agreements and understandings, both oral and written, between the parties with respect to the subject matter of this Agreement.

Section 6.03. *Successors and Assigns.* The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, *provided* that no party may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without the consent of the other party hereto.

Section 6.04. *Governing Law.* This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to principles of conflicts of laws.

Section 6.05. *Counterparts; Effectiveness.* This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective authorized representatives as of the day and year first above written.

AETNA HEALTH HOLDINGS, LLC

By: *Elaine R. Cofrancesco*
Name: Elaine R. Cofrancesco
Title: Executive Vice President
and Treasurer

COVENTRY HEALTH CARE, INC.

By: *Elaine R. Cofrancesco*
Name: Elaine R. Cofrancesco
Title: President

**CERTIFICATE OF MERGER FOR THE MERGER OF
COVENTRY HEALTH CARE, INC.
WITH AND INTO
AETNA HEALTH HOLDINGS, LLC**

Pursuant to Section 264(c) of the
General Corporation Law of the State of Delaware
and Section 18-209 of the Delaware Limited Liability Company Act

Aetna Health Holdings, LLC, a Delaware limited liability company (the “**Delaware LLC**”), does hereby certify to the following facts relating to the merger (the “**Merger**”) of Coventry Health Care, Inc., a Delaware corporation (the “**Delaware Corporation**”), with and into the Delaware LLC, with the Delaware LLC continuing as the surviving entity of the Merger (the “**Surviving Entity**”):

FIRST: The constituent business entities participating in the Merger herein certified are (i) the Delaware Corporation, a corporation, which is incorporated under the laws of the State of Delaware and (ii) the Delaware LLC, a limited liability company, which is organized under the laws of the State of Delaware.

SECOND: An Agreement and Plan of Merger (the “**Merger Agreement**”) has been approved, adopted, certified, executed and acknowledged by the Delaware LLC and the Delaware Corporation in accordance with the provisions of subsection (b) of 18-209 of the Delaware Limited Liability Company Act and in accordance with the provisions of Section 228, and subsection (c) of Section 264 of the Delaware General Corporation Law.

THIRD: The name of the Surviving Entity in the Merger herein certified is Aetna Health Holdings, LLC, which shall continue its existence as said surviving limited liability company under the name Aetna Health Holdings, LLC upon the effective time of the Merger pursuant to the provisions of the Delaware Limited Liability Law.

FOURTH: The Certificate of Formation of the Delaware LLC, as now in effect, shall continue to be the Certificate of Formation of the Surviving Entity, until amended and changed pursuant to the provisions of the Delaware Limited Liability Company Law.

FIFTH: The effective time of the Merger shall be 12:01 a.m. Eastern Time on January 1, 2014.

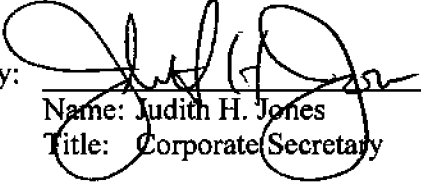
SIXTH: The executed Merger Agreement is on file at the principal place of business of the Delaware LLC, the Surviving Entity, at Aetna Health Holdings, LLC, 151 Farmington Avenue, RC6A, Hartford, Connecticut 06156.

SEVENTH: A copy of the executed Merger Agreement will be furnished by the Delaware LLC, the Surviving Entity, on request and without cost, to any member of the Delaware LLC or any stockholder of the Delaware Corporation.

IN WITNESS WHEREOF, the Delaware LLC has caused this Certificate of Merger to be executed by its duly authorized person as of December __, 2013.

AETNA HEALTH HOLDINGS, LLC

By: Aetna Inc., its sole member

By: 
Name: Judith H. Jones
Title: Corporate Secretary

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