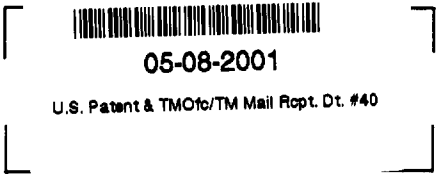


05-16-2001



101719246

Expires 06/30/99
OMB 0651-0027



05-08-2001

U.S. Patent & TMOfo/TM Mail Rpt. Dt. #40

U.S. Department of Commerce
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TRADEMARK

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type 5-8-01

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger
Effective Date
Month Day Year

Change of Name

Other

Conveying Party Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

05/15/2001 070N11 00000059 75534959

01 FC:431 40.00 GP
02 FC:452 75.00 GP

115E

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002296 FRAME: 0494

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

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Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

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Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Kathy Silberthau Strom

Name of Person Signing

Kathy Silberthau Strom

Signature

May 7, 2001

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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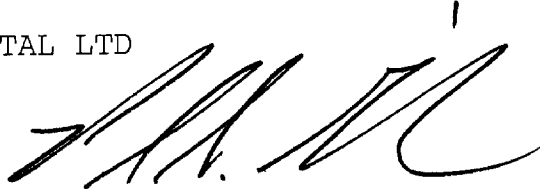
DESIGNATION OF DOMESTIC REPRESENTATIVE

XL RE	U.S. Regis. No. 2,158,446
MAXL	U.S. Regis. No. 2,109,273
XL RISK SOLUTIONS	U.S. Regis. No. 2,158,447
XL MID OCEAN	U.S. Serial No. 75/534,959

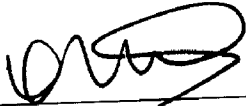
Donald J. Mulvihill and Kathy Silberthau Strom, members of the Bars of the State of New York and the District of Columbia, whose postal address is Cahill Gordon & Reindel, 1990 K Street, N.W., Suite 950, Washington, D.C. 20006-1181, are hereby designated the United States representatives of XL Capital Ltd, upon which representatives may be served notice or process in any proceeding affecting the above-referenced marks.

XL CAPITAL LTD

By: _____


Paul Giordano
Executive Vice President
and General Counsel

On this 1st day of May, 2001,
before me appeared Paul Giordano, who
signed this instrument and who
acknowledged that he signed it on
behalf of XL CAPITAL Ltd with
authority to do so.



Notary Public



ASSIGNMENT OF SERVICE MARKS

THIS AGREEMENT is made and entered into as of this 1st day of May, 2001 between XL Re Ltd, a corporation organized and existing under the laws of Bermuda and having its principal place of business at XL House, One Bermudiana Road, Hamilton HM 11, Bermuda (the "Assignor") and XL Capital Ltd, a corporation organized and existing under the laws of the Cayman Islands and having its principal place of business at XL House, One Bermudiana Road, Hamilton HM 11, Bermuda (the "Assignee").

WHEREAS, the Assignor has adopted, has used, and is using the following service marks:

<u>Mark</u>	<u>U.S. Regis. No.</u>	<u>Regis. Dated</u>
XL RE	2,158,446	5/19/98
MAXL	2,109,273	10/28/97
XL RISK SOLUTIONS	2,158,447	5/19/98

<u>Mark</u>	<u>Serial No.</u>	<u>App. Filed</u>
XL MID OCEAN	75/534,959	8/12/98

(the "Marks"); and

WHEREAS, the Assignee desires to acquire the Marks and any registrations thereof, together with the associated goodwill

of the Assignor's business, and the Assignor wishes to convey and transfer to the Assignee the Marks, any registrations thereof and the associated goodwill in the United States;

WHEREAS, the Assignor is a wholly-owned subsidiary of the Assignee and Assignee has controlled Assignor's use of the marks since their adoption;

NOW, THEREFORE, in consideration of the mutual agreement herein provided, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. Assignment.

The Assignor hereby sells, assigns, transfers and sets over unto the Assignee all of its right, title and interest in and to the Marks and any registrations thereof or applications therefor, together with the associated goodwill of the Assignor's business symbolized by the Marks, and all rights in the Marks in the United States, including the right to file for protection on the Marks, and the right to renew any registrations on the Marks, including the right to sue for past and future infringement of the Marks, to be used as fully and entirely as said rights would have been held and enjoyed by the Assignor had this assignment and transfer not been made.

2. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their

respective transferees, successors and assigns.

3. Amendment of Agreement. No modification, changes, or additions to this Assignment shall be effective except by written amendment executed by both parties.

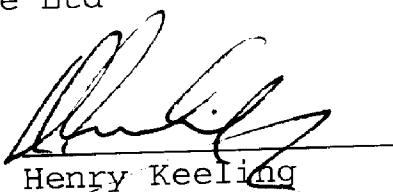
4. Severability. The invalidity of any provision of this Assignment shall not affect the enforceability of any other provisions of this Assignment. The invalidity of any provision of this Assignment shall merely render such invalid provision ineffective.

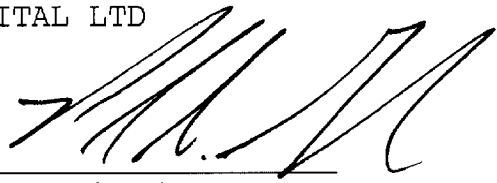
5. Governing Law. The parties hereby agree that this Assignment shall be governed by and construed under and in accordance with the laws of New York.

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

XL Re Ltd

By:


Henry Keeling
President



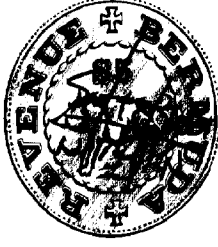
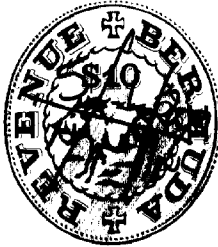
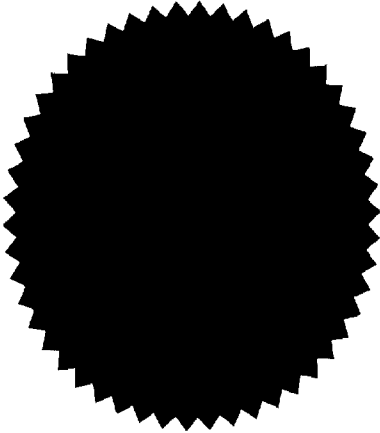
By:

Paul Giordano
Executive Vice President
and General Counsel

On this 1st day of May, 2001,
before me appeared Paul Giordano + Winney Keeling
who signed this instrument and who
acknowledged that he signed it on
behalf of XL Capital Ltd + XL Re Ltd respectively with
authority to do so.



Notary Public



CAHILL GORDON & REINDEL

SUITE 950
1990 K STREET, N.W.
WASHINGTON, D.C. 20006-1.

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LONDON EC2N 2HA

202-862-8944
WRITER'S DIRECT DIAL NUMBER

May 8, 2001



05-08-2001

U.S. Patent & TMOfo/TM Mail Ropt. Dt. #40

Commissioner of Patent and Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

ATTN: Box Assignments

Re: XL Re Ltd
Reg. No. 2,158,446
Reg. No. 2,109,273
Reg. No. 2,158,447
Serial No: 75/534,959

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PATENT OFFICE
2001 MAY -8 P 12:06
TRADEMARK FEE PROCESS
RECEIVED

Sir:

Enclosed for filing are the following:

1. Recordation Form Cover Sheet for the above-referenced registrations;
2. Assignment of XL Re Ltd to XL Capital Ltd to be recorded;
3. Designation of Domestic Representative; and
4. A check in the amount of \$115.00 as payment for the filing fee.

Respectfully submitted,

Kathy Silberthau Strom

Kathy Silberthau Strom
Attorney for Applicant

[Enclosures]

RECORDED: 05/08/2001

TRADEMARK
REEL: 002296 FRAME: 0502