

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2167224"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2167223"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2313062"/>	<input type="text"/>	<input type="text"/>

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 Kathy Silberthau Strom June 25, 2001
Name of Person Signing Signature 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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ASSIGNMENT OF SERVICE MARKS

THIS AGREEMENT is made and entered into as of this 21st day of June, 2001 between XL Insurance 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	2,167,224	6/23/98
XL (and design)	2,167,223	6/23/98
F/XL	2,313,062	2/01/00

(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.

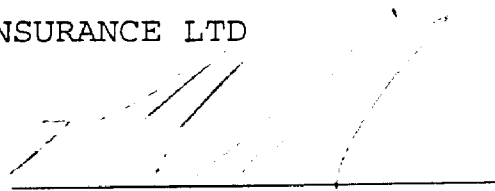
4. Severability. The invalidity of any provision of this Assignment shall not affect the enforceability of any other provisions of this Assignment. The invalidity of any provision of this Assignment shall merely render such invalid provision ineffective.

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 INSURANCE LTD

By:



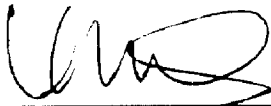
Paul Giordano
Executive Vice President
and General Counsel

XL CAPITAL LTD

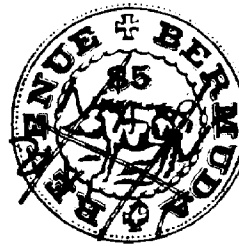
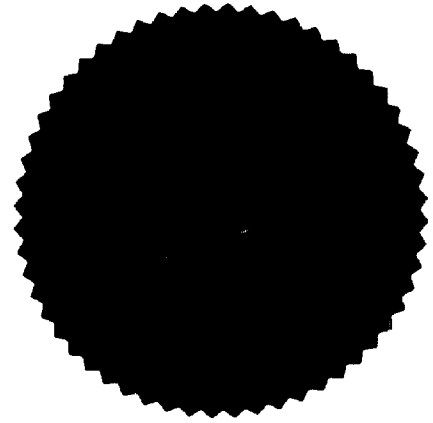
By: 

Paul Giordano
Executive Vice President
and General Counsel

On this 21st day of June, 2001,
before me appeared Paul S. 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



DESIGNATION OF DOMESTIC REPRESENTATIVE

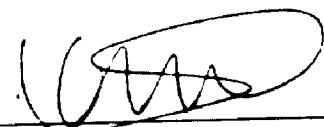
Donald J. Mulvihill and Kathy Silberthau Strom, members of the Bars of the State of New York and the District of Columbia, whose postal address is Cahill Gordon & Reindel, 1990 K Street, N.W., Suite 950, Washington, D.C. 20006-1181, are hereby designated the United States representatives of XL Capital 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 21st day of June, 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

