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08-23-2001

U.S. Department of Commerce  
Patent and Trademark Office  
TRADEMARK

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027



101820804

### 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

- New
- Resubmission (Non-Recordation)  
Document ID #
- Correction of PTO Error  
Reel #  Frame #
- Corrective Document  
Reel #  Frame #

08/10/01

#### Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

#### 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

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.)

08/22/2001 TDIAZ1 00000096 2325296  
01 FC:481 40.00 OP

#### FOR OFFICE USE ONLY

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: 002353 FRAME: 0199

**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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2325296"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<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

Name of Person Signing

Kathy Silberthau Strom

Signature

8-10-01

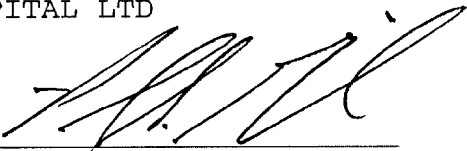
Date Signed

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 Mark.

XL CAPITAL LTD

By:

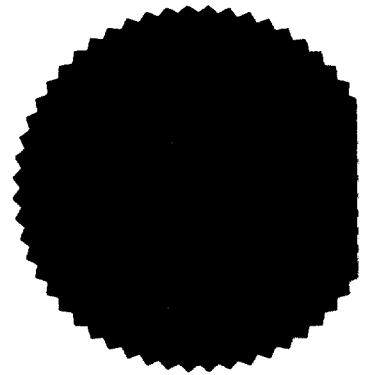


Paul Giordano  
Executive Vice President  
and General Counsel

On this 23<sup>rd</sup> 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

2,325,296





08-10-2001

U.S. Patent & TMOfo/TM Mail RptDt #26

ASSIGNMENT OF SERVICE MARK

THIS AGREEMENT is made and entered into as of this 23<sup>rd</sup> day of June, 2001 between XL Insurance Company of New York, Inc., a corporation organized and existing under the laws of New York and having its principal place of business at 80 Pine Street, New York, New York 10005 (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 mark:

<u>Mark</u>	<u>U.S. Regis. No.</u>	<u>Regis. Dated</u>
XL AMERICA (and design)	2,325,296	3/7/00

(the "Mark"); and

WHEREAS, the Assignee desires to acquire the Mark 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 Mark, 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 mark since its 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 Mark and any registrations thereof or applications therefor, together with the associated goodwill of the Assignor's business symbolized by the Mark, and all rights in the Mark in the United States, including the right to file for protection on the Mark, and the right to renew any registrations on the Mark, including the right to sue for past and future infringement of the Mark, 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.

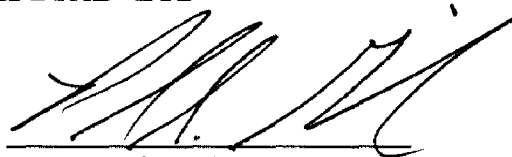
IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives as a sealed instrument as of the day and year first above written.

XL INSURANCE COMPANY OF NEW YORK,  
INC.

By:



By:



Paul Giordano  
Executive Vice President  
and General Counsel

On this 23<sup>rd</sup> 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

