

01-03-2002



101931014

To the Honorable Commissioner of Patents and Trademarks: Please record the att

1. Name of conveying party(ies):  
 Liberty Financial Companies, Inc. **12-31-01**  
 600 Atlantic Avenue  
 Boston, MA 02110

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation - Delaware  
 Other: \_\_\_\_\_  
 Additional name(s) of conveying party(ies)  
 attached? Yes  No

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other: \_\_\_\_\_  
 Execution Date: 11/1/01

2. Name and address:  
 Name: FleetBoston Financial Corporation  
 Internal Address: \_\_\_\_\_  
 Street Address: 100 Federal Street  
 City: Boston State: MA Zip: 02110

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation - Rhode Island  
 Other: \_\_\_\_\_  
 If assignee is not domiciled in the United States, a domestic  
 representative designation is attached:  Yes  No  
 (Designations must be a separate document from Assignment)  
 Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration numbers(s):  
 A. Trademark Application Nos:  
 76/239777  
 76/239776

B. Trademark Registration No. **RECEIVED**  
**DEC 31 2001**

Additional numbers attached?  Yes  No

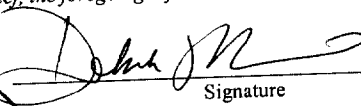
5. Name and address of party to whom correspondence concerning  
 document should be mailed:  
 Name: Deborah L. Benson, Esq.  
 Internal Address: Hinckley, Allen & Snyder, LLP  
 \_\_\_\_\_  
 Street Address: 28 State Street  
 \_\_\_\_\_  
 City: Boston State: MA Zip: 02109

6. Total number of applications and  
 registrations involved: [ 2 ]

7. Total fee (37 CFR 3.41) \$65  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_  
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.*  
 \_\_\_\_\_ Deborah L. Benson, Esq.  \_\_\_\_\_ **11/30/01** \_\_\_\_\_  
 Signature Date

01/03/2002 LUPELLER 00000091 76239777

01 FC:481  
02 FC:482

40.00 OP  
25.00 OP

Total number of pages comprising cover sheet [ 1 ]

OMB No. 0651-0011 (exp. 4/94)

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**Commissioner of Patents and Trademarks**  
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## TRADEMARK ASSIGNMENT

**THIS ASSIGNMENT** is made as of November 1, 2001, between **Liberty Financial Companies, Inc.**, a corporation of Delaware, U.S.A. having its principal place of business at 600 Atlantic Avenue, Boston, MA, U.S.A., (the "Assignor") and **FleetBoston Financial Corporation**, a corporation of Rhode Island, U.S.A. having its principal place of business at 100 Federal Street Boston, MA 02110, U.S.A., (the "Assignee").

**WHEREAS**, the Assignor is the owner of the Trademarks listed in Schedule A hereto (the "Trademarks").

**WHEREAS**, the Assignor has agreed to assign the Trademarks to the Assignee, and the Assignee has agreed to accept such assignment.

**NOW, THEREFORE**, for good and valuable consideration, the Assignor hereby assigns to the Assignee, its successors and assigns, all its full right to and title in the Trademarks, including the right to sue for past infringement(s), together with the good will of the business related thereto. This assignment is made expressly subject to and conditioned upon the Assignee's agreement (for itself and its affiliates) that any claims, obligations or liabilities of any kind whatsoever in respect of the Trademarks shall constitute "Asset Management Liabilities" as such term is defined in the Transition Services and Indemnity Agreement (the "TSA") among Assignor, Assignee's subsidiary, Fleet National Bank ("FNB"), and Sun Life Assurance Company of Canada, Inc. entered into by FNB in connection with its purchase of the Assignor's asset management business (and that under no circumstances shall any such claims, obligations or liabilities constitute "LFC Liabilities" or "Excluded LFC Only Liabilities" under the TSA or the related side letter among Assignor and FNB).

The Assignor assigns the foregoing AS IS, WHERE IS; CAVEAT EMPTOR.

The Assignor further covenants that the Assignor will, upon the Assignee's request, promptly execute and deliver to the Assignee or its legal representative any and all papers or instruments required to maintain, prosecute and/or register the Trademarks which may be reasonably necessary or desirable to carry out the purposes hereof.

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be executed by its duly authorized officer as of the date first written above.

ASSIGNOR  
Liberty Financial Companies, Inc.

By: [Signature]  
Name: Kevin M. Carome  
Title: SVP

STATE OF Massachusetts )  
COUNTY OF Suffolk ) ss:  
)

The foregoing instrument was acknowledge before me in the City of Boston, this 15<sup>th</sup> day of November, 2001, by Kevin M. Carome, Senior Vice President of Liberty Financial Companies, Inc., an Delaware Corporation, on behalf to the corporation.

IN WHITNESS WHEREOF, I have hereunder set my hand and official seal.

Joseph Carrol Tobin  
Notary Public

My Commission Expires: January 28, 2005

JOSEPH CARROL TOBIN, Notary Public  
My Commission Expires January 28, 2005

**SCHEDULE A**

<b><u>MARK</u></b>	<b><u>APPLICATION NO.</u></b>	<b><u>DATE</u></b>
ALL-STAR	76/239777	April 12, 2001
ALL-STAR FUNDS	76/239776	April 12, 2001