

02-05-2002

1 SHEET

Docket No.:

2484/501



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To the Honorable Commissioner 101980938

and the attached original documents or copy thereof.

2.5.02

1. Name of conveying party(ies):

United States Trust Company of New York

- Individual(s)
- General Partnership
- Corporation-State New York
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):

Name: New U.S. Trust Company of New York

Internal Address: _____

Street Address: 114 West 47th Street

City: New York State: NY ZIP: 10036

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New York
- Other

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from _____)
Additional name(s) & address(es) Yes N

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: September 1, 1995

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

- 832,693 - United States Trust Company
- 835,658 - United States Trust
- 836,090 - United States Trust Company of New York Excelsior
- 1,104,469 - U.S. Trust
- 1,721,170 - A Tradition of Growing Assets. U.S. Trust

Additional numbers Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Kerry L. Timbers, Esq.

Internal Address: Bromberg & Sunstein LLP

Street Address: 125 Summer Street

City: Boston State: MA ZIP: 02110

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41):.....\$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

02/05/2002 GTOM11 00000211 732693

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01 FC:481 40.00 OP
02 FC:482 100.00 OP

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.

Jennifer M. Reynolds
Name of Person Signing

Jennifer M. Reynolds
Signature

February 4, 2002

Date

Total number of pages including cover sheet, attachments, and 31

CONTRIBUTION AND ASSUMPTION AGREEMENT

Dated as of September 1, 1995

Between

**UNITED STATES TRUST
COMPANY OF NEW YORK**

and

NEW U.S. TRUST COMPANY OF NEW YORK

NYC13775

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EXHIBITS

- Exhibit A
- Exhibit B
- Exhibit C

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SCHEDULES

- Schedule 1.1A
- Schedule 1.1B
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- Schedule 2.2(a)(v)
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- Schedule 2.2(a)(xxiv)

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CONTRIBUTION AND ASSUMPTION AGREEMENT

CONTRIBUTION AND ASSUMPTION AGREEMENT dated as of September 1, 1995 (the "Agreement" or "Contribution Agreement"), between **UNITED STATES TRUST COMPANY OF NEW YORK**, a New York State chartered bank and trust company (including any successor by merger, "USTNY"), and **NEW U.S. TRUST COMPANY OF NEW YORK**, a New York State chartered bank and trust company and a wholly owned subsidiary of USTNY ("New Trustco").

RECITALS

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ARTICLE I

Definitions

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TRADEMARK
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TRADEMARK

REEL: 002436 FRAME: 0451

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TRADEMARK

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TRADEMARK
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ARTICLE II
Contribution of Assets and Assumption of Liabilities

SECTION 2.1. Contribution. Upon the terms and subject to the conditions of this Agreement, USTNY hereby assigns, transfers, conveys and contributes to New Trustco, effective as of the Closing, and New Trustco hereby acquires, effective as of the Closing, all of USTNY's right, title and interest in, to and under the Acquired Assets.

SECTION 2.2. Acquired Assets and Retained Assets. (a) The term "Acquired Assets" means all the business, properties, assets, goodwill and rights of USTNY of whatever kind and nature, real or personal, tangible or intangible, other than the Retained Assets, owned by USTNY on the Closing Date, including the following:

(viii) all trademarks, trademark registrations, service marks and trade names which contain the words "United States Trust" or "U.S. Trust" and all patents, patent applications, trademarks, trademark registrations, service marks, tradenames, copyrights, or licenses with respect thereto (except for the patents, patent applications and copyrights relating to the USTNY proprietary software referred to in Section 2.2(b)(vii)), used or held for use solely or predominantly for the Acquired Business;

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(vii) all USTNY proprietary systems and application software (including all source and object codes, manuals and related documentation) or licenses or rights of use with respect thereto;

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ARTICLE III

The Closing

ARTICLE IV

Representations and Warranties

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ARTICLE V

Covenants

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ARTICLE VI
Conditions Precedent

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ARTICLE VII

Termination, Amendment and Waiver

ARTICLE VIII

General Provisions

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IN WITNESS WHEREOF, USTNY and New Trustco have caused this Agreement to be signed by their respective officers thereunto duly authorized, all as of the date first written above.

UNITED STATES TRUST COMPANY
OF NEW YORK

By: Marshall Schwary
Name:
Title: CHAIRMAN

NEW U.S. TRUST COMPANY OF
NEW YORK

By: Marshall Schwary
Name:
Title: CHAIRMAN

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