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U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): Zurich American Insurance Company 4-8-02
Individual(s) Association
General Partnership Limited Partnership
Corporation-State NEW YORK
Other

2. Name and address of receiving party(ies)
Name: UBS AG
Internal
Address:
Street Address: Bahnhofstrasse 45, 8001
City: Zurich Switzerland State: Zip:

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other

Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State SWITZERLAND
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

Execution Date: November 13 and 28, 2001

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,918,332 (POWER OF PARTNERSHIP)

Additional number(s) attached Yes No

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

Name: Rita M. Carrier, Esq.

Internal Address: SULLIVAN & CROMWELL Suite 800

Street Address: 1701 Pennsylvania Avenue, N.W.

City: Washington State: DC Zip: 20006-5805

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

Enclosed
Authorized to be charged to deposit account

8. Deposit account number: NONE

(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.

Rita M. Carrier
Name of Person Signing

Rita M. Carrier
Signature

April 8, 2002
Date

Total number of pages including cover sheet, attachments, and document: 3

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

TRADEMARK REEL: 002489 FRAME: 0514

In re: Assignment from Zurich American  
Insurance Company to UBS AG

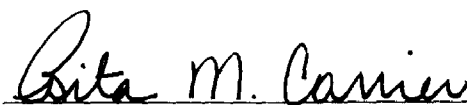
Mark: POWER OF PARTNERSHIP, Registration No. 1,918,332

DESIGNATION OF DOMESTIC REPRESENTATIVE

UBS AG, a corporation organized and existing under the laws of Switzerland, domiciled and having its post office address at Bahnhofstrasse 45, CH-8001 Zurich, Switzerland, hereby appoints Rita M. Carrier, Esq., whose postal address is SULLIVAN & CROMWELL, Suite 800, 1701 Pennsylvania Avenue, N.W., Washington, D.C. 20006-5805, as its domestic representative upon whom may be served notice or process in proceedings affecting the mark POWER OF PARTNERSHIP, Registration No. 1,918,332, which is the subject of an Assignment from Zurich American Insurance Company to UBS AG, dated November 13 and 28, 2001, which Assignment UBS AG is filing for recordation with U.S. Patent and Trademark Office this 8th day of April, 2002.

Dated: April 8, 2002

Respectfully submitted,



Rita M. Carrier  
SULLIVAN & CROMWELL  
1701 Pennsylvania Avenue, N.W.  
Washington, D.C. 20006  
(202) 956-7685

On behalf of, and for,  
UBS AG

## ASSIGNMENT

WHEREAS, Zurich American Insurance Company, New York corporation, having a principal address at 1400 American Lane, Schaumburg, Illinois 60196 ("Assignor"), is the owner of the mark POWER OF PARTNERSHIP for insurance underwriting services, including risk management services, which mark is registered in the United States Patent and Trademark Office, U.S. Reg. No. 1,918,332, dated September 12, 1995; and

WHEREAS, UBS AG, a corporation of Switzerland, having an address at Bahnhofstrasse 45, 8001 Zurich, Switzerland ("Assignee"), is desirous of acquiring all rights, title and interest in and to the mark POWER OF PARTNERSHIP, the registration thereof, and the goodwill of the business symbolized thereby;

NOW, THEREFORE, in consideration of USD 101'254, and other good and valuable consideration being extant, the Assignor hereby assigns to Assignee all of its rights, title and interest in and to the mark POWER OF PARTNERSHIP, the registration thereof, and the goodwill of the business symbolized thereby, subject to the license back to the Assignor of the exclusive right to continue to use POWER OF PARTNERSHIP in connection with its insurance related services.

Assignor further assigns to Assignee the right to sue for past infringement and to recover all damages and profits arising therefrom, to deduct all of its expenses in connection with any litigation necessary to recover such damages and profits, and to deliver to Assignor the balance of any such damages and profits.

Assignor warrants that there are no licenses, liens or other encumbrances or agreements, either written, oral or implied, relating to the aforesaid mark or registration. However, both Assignor and Assignee are aware that Brown Brothers Harriman & Co., a New York corporation, filed an application in the United States Patent and Trademark Office to register THE POWER OF PARTNERSHIP for financial and investment advisory services, financial portfolio management, financial research, investment brokerage, investment consultation, funds investment, and investment management services, Application Serial No. 76/125,142, filed September 8, 2000 and alleging use since April, 2000.

Assignee agrees to pay an additional USD 100'000 to Assignor in the event that it becomes necessary for the Assignee to assert or rely upon U.S. Registration No. 1,918,332 – POWER OF PARTNERSHIP for the purpose of contesting the right of Brown Brothers Harriman & Co. to use or register the mark THE POWER OF PARTNERSHIP for the services set forth in Application Serial No. 76/125,142.

This Assignment constitutes and shall be deemed a contract made under Swiss law for any and all purposes, and shall be interpreted and enforced in accordance with such law, without regard to its conflicts of laws jurisprudence. Assignor expressly consents to the jurisdiction of the courts in Zurich in connection with any action arising from or relating to this Assignment.

**TRADEMARK**

**REEL: 002489 FRAME: 0516**

This Assignment constitutes the entire agreement between the Assignor and Assignee relating to POWER OF PARTNERSHIP, and all prior agreements and negotiations are incorporated herein, and it supercedes any prior agreements.

ZURICH AMERICAN INSURANCE COMPANY



Date: 11-28-01

By:  EVP and General Counsel  
(Name) (Title)

Agreed to and accepted.

UBS AG

Date: 13.11.2001

By:    
Ralph Schoen                      Rolf Brueggemann  
Director                              Legal Counsel