

05-24-2002

o-caForm: PTO-1594
1-31-92



U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of

original documents or copy thereof.
conveying party(ies):

1. Name of conveying party(ies):

Stein Roe & Farnham, Incorporated
1 South Wacker Drive
Chicago, IL 60606

5/22/02

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

102102091

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 X No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date: May 1, 2002

Additional numbers attached? Yes X No

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

Name: Amy B. Spagnole, Esq.

Internal Address: Hinckley, Allen and Snyder LLP

Street Address: 28 State Street

City: Boston State: MA Zip: 02109

6. Total number of applications and
registrations involved: _____

7. Total fee (37 CFR 3.41) \$140

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

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FINANCE SECTION

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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.

Amy B. Spagnole, Esq.

Amy B. Spagnole *5/8/02*
Signature Date

05/23/2002 LUMPELLER 00000133 2560458

01 FC:481
02 FC:482

40.00 OP
100.00 OP

Total number of pages comprising cover sheet [1]

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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made as of the 1st day of May 2002, between Stein Roe & Farnham, Incorporated a corporation of the State of Delaware with a place of business at 1 South Wacker Drive, Chicago, Illinois 60606 (the "Assignor") and FleetBoston Financial Corporation, a corporation of the State of Rhode Island, having a place of business at 100 Federal Street, Boston, Massachusetts 02110, (the "Assignee").

WHEREAS, the Assignor is the registered proprietor in the United States of the Trademarks listed in Schedule A attached 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 concerned in the goods/services for which the Trademarks are registered.

The Assignor covenants that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment and sale.

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 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.

#386796

TRADEMARK
REEL: 002513 FRAME: 0252

ASSIGNOR

Stein Roe & Farnham, Incorporated

By: Jean Loewenberg
Name: Jean Loewenberg
Title: Secretary

STATE OF MASSACHUSETTS)
COUNTY OF SUFFOLK)

The foregoing instrument was acknowledge before me in the City of Boston, this 1ST day of May 2002, by JEAN LOEWENBERG of Stein Roe & Farnham, Incorporated a Corporation of the State of Delaware, on behalf of the Corporation.

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

Stella S. L. Mak
Notary Public:
My Commission Expires:

STELLA S. L. MAK
Notary Public
My Commission Expires April 28, 2006

SCHEDULE A

<u>Mark</u>	<u>Application Number</u>	<u>Filing Date</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
BECAUSE EVERY DECISION COUNTS	78/032,494	10/26/00	2,560,458	2/9/02
BUILDING WEALTH FOR GENERATIONS	74/672,174	5/10/95	1,988,290	7/23/96
DESIGN	73/248,364	5/12/80	1,164,904	8/11/81
DOLLAR DIGEST	74/534,806	6/9/94	1,941,802	12/12/95
SENSIBLE RISKS. INTELLIGENT INVESTMENTS.	75/444,377	3/4/98	2,226,146	2/23/99

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