

FORM PTO-1594 RECORDATION FORM COVER SHEET U.S. DEPARTMENT OF COMMERCE
1-31-92 TRADEMARKS ONLY Patent and Trademark Office

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

1. Name of conveying party(ies):
Travelers Property Casualty Corp.
One Tower Square
Hartford, CT 06183

[] Individual(s) [] Association
[] General Partnership [] Limited Partnership
[x] Corporation: Connecticut
[] Other
Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies):
The Travelers Insurance Company
One Tower Square
Hartford, CT 06183

[] Individual(s) citizenship: _____
[] Association _____
[] General Partnership _____
[] Limited Partnership _____
[x] Corporation - Connecticut
[] Other:

3. Nature of conveyance:
[] Assignment [] Merger
[] Security Agreement [] Change of Name
[x] Other: License Agreement
Execution Date: August 19, 2002

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

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

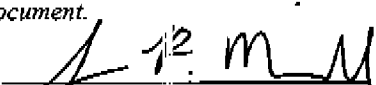
Additional numbers attached? [] Yes [x] No

B. Trademark Registration No.(s): 2,019,911 and 2,438,690

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Sean P. Merrill, Esq.
Internal Address: Cummings & Lockwood
Street Address: 700 State Street
Post Office Box 1960
City: New Haven State: CT Zip: 06509-1960

6. Total number of applications and registrations involved: [2]
7. Total fee (37 CFR 3.41): \$65.00
[] Enclosed
[x] Authorized to be charged to deposit account
8. Deposit account number: 50-1158
(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.
Signature  November 14, 2002
Scan P. Merrill
Total number of pages comprising cover sheet: [2]

Do not detach this portion

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

TRADEMARK LICENSE AGREEMENT

TRADEMARK LICENSE AGREEMENT ("Agreement"), effective as of the Trigger Date (the "Effective Date"), by TRAVELERS PROPERTY CASUALTY CORP., a Connecticut corporation ("TPC"), and THE TRAVELERS INSURANCE COMPANY, a Connecticut corporation ("TIC").

WHEREAS, Citigroup Inc. ("Citigroup"), the indirect corporate parent of TIC, is the indirect owner of a majority of the issued and outstanding common stock of TPC;

WHEREAS, TPC is the owner of all right, title, and interest in the trademark, service mark, and domain name registrations and applications, and common-law marks set forth on Exhibit A hereto (other than New Portions (as defined herein)), and all related common-law rights and goodwill (the "Licensed Marks");

WHEREAS, TPC and TIC acknowledge that TIC has been using the Licensed Marks throughout the world, in connection with the Business (as defined herein), pursuant to an implied license from TPC since before the Initial Public Offering (the "Implied License"); and

WHEREAS, in connection with Citigroup ceasing to be an indirect owner of a majority of the issued and outstanding common stock of TPC, TIC and TPC desire to formalize the Implied License in this Agreement;

NOW, THEREFORE, for good and valuable consideration (including that set forth in the Intercompany Agreement (as defined herein)), the receipt and adequacy of which is acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1 Definitions.

- (a) All initially capitalized terms in this Agreement shall have the meaning set forth in the Intercompany Agreement unless defined in this Agreement.
- (b) "AA" shall have the meaning set forth in Section 7.2(a) of this Agreement.
- (c) "Action" shall have the meaning set forth in Section 6.1(b) of this Agreement.
- (d) "Agreement" shall have the meaning set forth in the first paragraph of this Agreement.
- (e) An "Affiliate" of, or a Person "Affiliated" with a specified Person, means a Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the Person specified, provided that the term Affiliate (i) when used with regard to TIC excludes TPC and its Subsidiaries, and (ii) when used with regard to TPC excludes TIC and all members of the Citigroup Affiliated Group. The term "control"

- (u) "New York Courts" shall have the meaning set forth in Section 7.2(d) of this Agreement.
- (v) "Notice" shall have the meaning set forth in Section 7.1 of this Agreement.
- (w) "Person" means any individual, corporation, partnership, joint venture, limited liability company, association, or other business entity and any trust, unincorporated organization or government or any agency or political subdivision thereof.
- (x) "Rules" shall have the meaning set forth in Section 7.2(a) of this Agreement.
- (y) "Unoff Business" shall have the meaning set forth in Section 2.1 of this Agreement.
- (z) "Sublicensees" shall have the meaning set forth in Section 2.2 of this Agreement.
- (aa) "TIC" shall have the meaning set forth in the first paragraph of this Agreement.
- (bb) "TM Guidelines" shall have the meaning set forth in Section 2.3(a)(i) of this Agreement.
- (cc) "TPC" shall have the meaning set forth in the first paragraph of this Agreement.
- (dd) "TPC License" shall have the meaning set forth in Section 2.1 of this Agreement.
- (ee) "TPC Standards Manual" shall have the meaning set forth in Section 2.3(a)(i)(2) of this Agreement.
- (ff) "Travelers Mark" shall have the meaning set forth in Section 2.3(a) of this Agreement.

ARTICLE II

TRADEMARK LICENSE GRANT

Section 2.1 Grant of Trademark License. Subject to the terms and conditions herein, during the term of this Agreement, TPC grants, on behalf of itself and its Affiliates, to TIC a worldwide, sublicensable (subject to Section 2.2), perpetual (subject to Article V), and royalty-free license (the "TPC License") to use the Licensed Marks as (i) trademarks and service marks, (ii) corporate names and trade names; provided that, notwithstanding Section 2.3(a)(i)(1), any new corporate or trade name using a Licensed Mark must contain the term "Travelers Life & Annuity" or "Travelers Life and Annuity" in its entirety, (iii) domain names (or any other similar or successor address system), respectively as indicated for each such above-identified category (i)-(iii) on Exhibit A, which license shall be (x) exclusive (even against TPC and its Affiliates (but subject to the pre-existing licenses set forth on Exhibit B hereto)), with respect to the Exclusive Field, and non-exclusive with respect to the broker dealer and investment advisory

IN WITNESS HEREOF, the parties have caused this Agreement to be executed
d as of the date written below.

THE TRAVELERS INSURANCE COMPANY

Ernest J. Wright

Name:
Title:
Date:

TRAVELERS PROPERTY CASUALTY CORP.


Name:
Title:
Date:

IN WITNESS HEREOF, the parties have caused this Agreement to be executed and delivered as of the date written below.

THE TRAVELERS INSURANCE COMPANY

Name:
Title:
Date:

TRAVELERS PROPERTY CASUALTY CORP.



Name: James M. Michener
Title: General Counsel and Secretary
Date: August 19, 2002

**EXHIBIT A
LICENSED MARKS**

Corporate Names/Trade Names

Legal Vehicle

- The Travelers Insurance Company
- The Travelers Investment Management Company
- The Travelers Life and Annuity Company
- Travelers Asset Management International Company LLC
- Travelers Distribution LLC
- Travelers Group International LLC
- Travelers Insurance Company Institutional Funding Limited
- Travelers Investment Advisers, Inc.

Trademarks/Service Marks

Registered Marks

MARK	REG. NO./ (APP. NO.)	COUNTRY
TRAVELERS TARGET MATURITY	2019911	United States
TRAVELERS MVP	2438690	United States

Common Law Marks

- Balanced Index Fund of The Travelers Insurance Company
- The Travelers Broad Market Equity Index Fund
- The Travelers Domestic Equity Fund
- The Travelers Emerging Market Fund
- The Travelers Fixed Income Fund-Collins
- The Travelers Fund BD for Variable Annuities
- The Travelers Fund U for Variable Annuities
- The Travelers Fund UL For Variable Life Insurance