

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
 Corporation: Connecticut
 Other

Additional name(s) of conveying party(ies) attached? Yes 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 _____
 Corporation - Connecticut
 Other:

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

Execution Date: March 18, 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 No

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s): 782,580 and 1,161,313

Additional numbers attached? Yes No

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
 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 15, 2002
 Sean 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 ASSIGNMENT

This Trademark Assignment dated March 18, 2002 ("Assignment") is by TRAVELERS PROPERTY CASUALTY CORP., a corporation organized and existing under the laws of the State of Connecticut with offices at One Tower Square, Hartford, Connecticut 06183 ("Assignor"), which is successor in interest by name change to THE TRAVELERS INSURANCE GROUP INC., in favor of THE TRAVELERS INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Connecticut with offices at One Tower Square, Hartford, Connecticut 06183 ("Assignee");

WHEREAS, Citigroup Inc. ("Citigroup"), an affiliate of Assignee, is the indirect owner of all of the issued and outstanding common stock of Assignor;

WHEREAS, Assignee is a wholly owned subsidiary of Assignor;

WHEREAS, in connection with Assignor ceasing to be wholly owned by Citigroup, Assignee agrees to acquire Assignor's entire right, title and interest in and to the trademarks and/or service marks listed on Schedule A attached hereto (the "Trademarks") and the goodwill of the business symbolized by the Trademarks.

WHEREAS, this assignment has been granted with a limited reservation of rights to phase-out use of the Trademarks pursuant to the terms of the phase-out license of the Trademarks to Assignor as expressly set forth in the Intercompany Agreement, dated March ___, 2002 between Assignor and Assignee and its affiliates.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is acknowledged, Assignor hereby assigns to Assignee, its successors and assigns, its entire right, title and interest in and to the Trademarks; all registrations

and applications which may have been or may be filed or issued in respect thereto and any renewals thereof; the goodwill of the business symbolized by the Trademarks; all income, royalties, damages, and payments now or hereafter due or payable in respect to the Trademarks; and all causes of action (either in law or equity) and the right to sue, counterclaim, and recover for past, present, and future infringement, misappropriation, or dilution of the rights assigned to Assignee hereunder, and all rights corresponding thereto throughout the world.

Assignor hereby requests each registrar of trademarks whose duty it is to issue trademark registrations, to issue certificates of registration, renewal, or assignment, for any registration or application of the Trademarks to Assignee, its successors, and assigns, in accordance with the terms of this Assignment.

Assignor further agrees, without further consideration, to cause to be performed such lawful acts and to execute such further documents as Assignee may reasonably request to fully effectuate this Assignment including, but not limited to, the execution of assignments in recordable form in each jurisdiction where trademark registrations or applications for the Trademarks may be issued or pending.

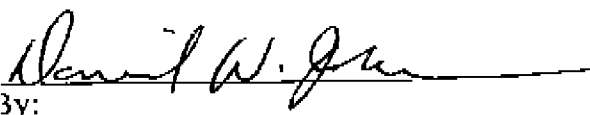
Assignor hereby specifically disclaims any and all representations and warranties, express or implied (including without limitation any implied warranty of merchantability, fitness for a particular purpose, validity, registrability, or non-infringement and implied warranties arising from course of dealing or course of performance), regarding the Trademarks.

This 18th day of March, 2002.

ASSIGNOR:
TRAVELERS PROPERTY CASUALTY
CORP.

By:
Title:

ASSIGNEE:
THE TRAVELERS INSURANCE
COMPANY



By:
Title:

STATE OF CONNECTICUT)
) SS.
COUNTY OF HARTFORD)

I, a notary public, in and for the county and state aforesaid, do hereby certify that _____ known to me to be the _____ of TRAVELERS PROPERTY CASUALTY CORP. appeared before me this day in person and acknowledged that s/he signed the above and foregoing instrument as his /her free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this _____ day of _____, _____.

Notary Public

My commission expires: _____

STATE OF CONNECTICUT)
) SS.
COUNTY OF HARTFORD)

I, a notary public, in and for the county and state aforesaid, do hereby certify that Daniel W. Jackson known to me to be the Assistant Secretary of THE TRAVELERS INSURANCE COMPANY appeared before me this day in person and acknowledged that s/he signed the above and foregoing instrument as his /her free and voluntary act.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal this 18th day of March, 2002.

Cheryle A. Damato

Notary Public

My commission expires: 10/31/2005

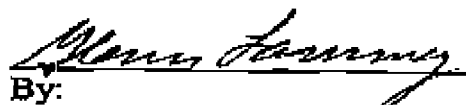
CHERYLE DAMATO
NOTARY PUBLIC
COMMISSION EXPIRES OCT. 31, 2005

This 18th day of March, 2002.

ASSIGNOR:
TRAVELERS PROPERTY CASUALTY
CORP.

By:
Title:

ASSIGNEE:
THE TRAVELERS INSURANCE
COMPANY


By:
Title: Chief Financial Officer

SCHEDULE A

COUNTRY	MARK	REG. NO./ (APP. NO.)	REG. DATE/ (APP. DATE)	REGISTERED OWNER(S)
United States	T and Umbrella Design	782580	December 29, 1964	The Travelers Insurance Group Inc.
United States	Umbrella Design	1161313	July 14, 1981	The Travelers Insurance Group Inc.
Canada	Umbrella Design	TMA 369992	June 29, 1990	The Travelers Insurance Group Inc.