

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):
UBS Financial Services Inc.

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

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

3. Nature of conveyance:

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

Execution Date: 06/30/2003

2. Name and address of receiving party(ies)

Name: Correspondent Services Corporation
Internal Address: Mailzone F7B

Street Address: 82 Devonshire Street
City: Boston State: MA Zip: 02109

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

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

A. Trademark Application No.(s) _____
See attached schedule.

B. Trademark Registration No.(s) _____

Additional number(s) attached Yes No

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

Name: Jeffrey H. Greene, Esq.

Internal Address: Morgan, Lewis & Bockius LLP

Attn.: TMSU

Street Address: 1111 Pennsylvania Avenue, NW

City: Washington State: DC Zip: 20004

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41) \$ 215

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DA 13-4520

DO NOT USE THIS SPACE

9. Signature.

Margaret A. Delacruz
Name of Person Signing


Signature

July 1, 2003
Date

Total number of pages including cover sheet, attachments, and document: 7

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

CH \$216.00 134620 76463226

Schedule**Mark**

CORRESPONDENT SERVICES CORPORATION
CSC
CSCONNECTION Plus Design
CSCHOICE (Stylized)
CSC IN-TOUCH Plus Design
CSC UNIVERSITY
CSC ONE (Stylized)
CSONE (Stylized)

Serial No.

76/453,225
76/186,132
75/658,209
75/658,274
75/658,210
76/448,001
76/172,576
76/172,575

EXECUTION COPY**ASSIGNMENT OF TRADEMARKS**

THIS AGREEMENT is made and entered into as of this 30th day of June, 2003 between UBS Financial Services Inc. (formerly UBS PaineWebber Inc.), a Delaware corporation, with its principal place of business at 1285 Avenue of the Americas, New York, NY 10019-6028 (the "Assignor") and Correspondent Services Corporation, a Delaware corporation, with its principal place of business at 82 Devonshire Street Mailzone F7B. Boston, MA 02109 (the "Assignee").

WHEREAS, the Assignor is the owner of the following trademark rights and has filed applications to register such trademarks (collectively referred to herein as the "Marks"):

<u>Mark</u>	<u>Serial No.</u>
CORRESPONDENT SERVICES CORPORATION	76/453,225
CSC	76/186,132
CSCONNECTION (PLUS DESIGN)	75/658,209
CSCHOICE (STYLIZED)	75/658,274
CSC IN-TOUCH (PLUS DESIGN)	75/658,210
CSC UNIVERSITY	76/448,001
CSC ONE (STYLIZED)	76/172,576
CSONE (STYLIZED)	76/172,575

WHEREAS, UBS Financial Services Inc. and FMR Corp. ("FMR") have executed and delivered a Purchase Agreement, dated as of April 8, 2003 providing, among other things, for the sale of the Marks and Assignee is FMR's designee to receive the Marks; and

WHEREAS, FMR is acquiring the entire line of business or portion thereof to which the Marks pertain, which business is ongoing and existing, as required by 15 U.S.C. § 1060; and

NOW, THEREFORE, pursuant to the Purchase Agreement, in consideration of the mutual agreement herein provided, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor and the Assignee hereby agree as follows:

1. Assignment. The Assignor hereby sells, conveys, assigns, transfers and sets over unto the Assignee all of its right, title and interest in and to the Marks and any registrations or applications therefor, including the associated goodwill of the entire line of business or portion thereof symbolized by the Marks, which business is ongoing and existing. This Assignment of Trademarks ("Assignment") is intended to and shall comply with the requirements of 15 U.S.C. § 1060.
2. Purchase Agreement. The execution and delivery of this Assignment shall not be deemed a waiver of any representation, warranty, covenant or agreement of either party to the Purchase Agreement.
3. Binding Effect. This Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective transferees, successors and assigns.

4. Amendment of Agreement. No modification, changes, or additions to this Assignment shall be effective except by written amendment executed by both parties.

5. Severability. The invalidity of any provision of this Assignment shall not affect the enforceability of any other provisions of this Assignment. The invalidity of any provision of this Assignment shall merely render such invalid provision ineffective.

6. Governing Law. The parties hereby agree that this Assignment shall be governed by and construed under and in accordance with the federal laws of the United States.

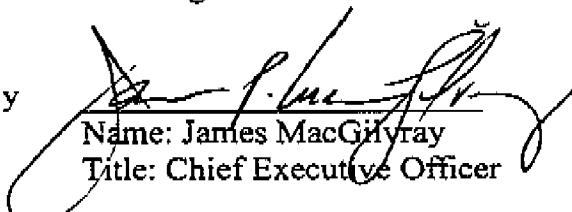
IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their duly authorized representatives as a sealed instrument as of the day and year first above written.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on June 30, 2003

Correspondent Services Corporation
As Assignee

By



Name: James MacGivray
Title: Chief Executive Officer


[Signature Page to Assignment of Trademarks]

TRADEMARK
REEL: 002677 FRAME: 0737

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on June 30, 2003

UBS Financial Services Inc.
As Assignor

By 
Name: Frank Lenti
Title: Executive Vice-President

By 
Name: Robert Chersi
Title: Executive Vice-President

[Signature Page to Assignment of Trademarks]