

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Prudential Financial, Inc.		07/01/2003	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA	
Name:	Wachovia Corporation
Street Address:	301 South College Street
Internal Address:	3100 One Wachovia Center
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28288-0630
Entity Type:	CORPORATION: NORTH CAROLINA

PROPERTY NUMBERS Total: 6	
Property Type	Number
Registration Number:	1839612
Registration Number:	1919090
Registration Number:	2134732
Registration Number:	1900102
Serial Number:	78258311
Serial Number:	78040862

CORRESPONDENCE DATA	
Fax Number:	(704)331-7598
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Email:	gjones@kennedycovington.com
Correspondent Name:	Karl S. Sawyer Jr.
Address Line 1:	214 North Tryon Street
Address Line 2:	Hearst Tower - 47th Floor
Address Line 4:	Charlotte, NORTH CAROLINA 28202

OP \$165.00 1839612

ATTORNEY DOCKET NUMBER:

13575.525 (PICA2 - WACHOV

NAME OF SUBMITTER:

GeoRene Jones, Trademark Paralegal

Total Attachments: 4

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TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is effective as of July 1, 2003.

WHEREAS, Wachovia Corporation, a North Carolina corporation ("Wachovia"), and Prudential Financial, Inc., a New Jersey corporation ("Prudential"), have entered into a Retail Brokerage Company Formation Agreement, dated as of February 19, 2003, as amended (the "Formation Agreement"), providing for the contribution of their respective Contributed Businesses (as defined in the Formation Agreement) to Wachovia/Prudential Financial Advisors LLC, a Delaware limited liability company;

WHEREAS, pursuant to the Formation Agreement, Prudential Securities Incorporated, a Delaware corporation located at One Seaport Plaza, New York, New York 10292 ("Assignor"), has agreed to assign to Wachovia Securities, LLC, a Delaware limited liability company located at 301 South College Street, Charlotte, North Carolina 28288-0630 ("Assignee") the Prudential Business IP (as defined in the Formation Agreement) owned by the Assignor and used or held for use exclusively or primarily in the Prudential Contributed Business (as defined in the Formation Agreement) that has been designated by Wachovia as Prudential Contributed IP pursuant to Section 5.4(c) of the Formation Agreement; and

WHEREAS, Wachovia has designated certain Prudential Business IP, such as the trademarks identified on Schedule A hereto which are registered, or for which application for registration has been filed in, the United States Patent and Trademark Office (collectively, the "Assigned Marks"), as Prudential Contributed IP.

NOW THEREFORE, for good and valuable consideration (including that recited in the Formation Agreement), the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign, transfer and convey to Assignee all of Assignor's right, title and interest in and to the Assigned Marks, together with the good will of the business connected with the use of and symbolized by the Assigned Marks, the registrations and applications for registration thereof and rights of renewal and extension thereof, all of Assignor's common law rights in the Assigned Marks, proceeds, causes of action and rights of recovery for past, present and future infringements of Assignor's rights in the Assigned Marks, and the right to bring any proceeding in the United States Patent and Trademark Office or any equivalent agency in any other country for cancellation, opposition or other proceeding in connection with the Assigned Marks. The right, title and interest in and to each of the Assigned Marks is to be held and enjoyed by Assignee and Assignee's successors and assigns as fully and exclusively as it would have been held and enjoyed by Assignor had this assignment not been made.

Assignee is a successor to the ongoing and existing business of Assignor to which the Assigned Marks pertain for purposes of 15 U.S.C. § 1060.

This assignment has been made in connection with the Formation Agreement and is expressly subject to the terms and conditions thereof.

Assignor further agrees it will, without any additional consideration take, or cause to be taken, all such other and further action as may reasonably be requested by Assignee in order to effect the assignment contemplated hereby.

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IN WITNESS WHEREOF, the undersigned has caused this assignment to be duly executed and delivered as of the date first written above.

PRUDENTIAL SECURITIES INCORPORATED

By: William J. Horan

Name: PRUDENTIAL SECURITIES INCORPORATED
WILLIAM J. HORAN

Title: EXECUTIVE VICE PRESIDENT AND
CHIEF FINANCIAL OFFICER

SCHEDULE A

Trademark Registrations

<u>Trademark</u>	<u>Class</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
CAMP	36	1,839,612	6/14/94
CORPORATE ALLOCATION MATRIX PROGRAM	36	1,919,090	9/12/95
POWERHOUSE DISTRIBUTION	36	2,134,732	2/3/98
VALUED INVESTOR PROGRAM	36	1,900,102	6/13/95

Trademark Applications

<u>Trademark</u>	<u>Class</u>	<u>Status</u>	<u>Reg/App Number</u>	<u>Reg/App Date</u>
FUNDAMENTAL CHOICE	36	Pending	78/258,311	6/4/03
HELPING CLIENTS ACHIEVE THEIR DREAMS	35, 36	Suspended	78/040,862	12/28/00