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|------|---|---|--|--|
| | 1-92 TRAI | | | nt and Tradem |
| | To the Honorable Commissioner of Patents and Tra | demar | | y thereof. |
| 3. | Name of conveying party(ies): Harris Trust and Savings Bank 111 West Monroe Street Chicago, IL 60690 Individual(s) General Partnership X Corporation – Illinois Other: Additional name(s) of conveying party(ies) attached? Yes X No Nature of conveyance: X Assignment Security Agreement Merger Change of Name | | FleetBoston Financial Corporation 100 Federal Street Boston, MA 02110 Individual(s) citizenship Association General Partnership Chimited Partnership X Corporation – Rhode Island Cher If assignee is not domiciled in the United Strepresentative designation is attached: The Common of Co | States, a domestic Yes F No t from Assignment) |
| | Other Execution Date: April 17, 2003 | | | |
| 4. | Application number(s) or registration numbers(s): | | | |
| | Trademark Application No. | | B. Trademark Registration No. 2,215,06 | 7 |
| | Additional | numbers at | ached? Yes X No | |
| 5. | Name and address of party to whom correspondence concert document should be mailed: | ning 6 | Total number of applications and registrations involved: | [1 |
| | Name: Michelle A. Massicotte, Esq. | | | |
| | Internal Address: Hinckley, Allen and Snyder LLP | 7. | Total fee (37 CFR 3.41) | \$40 |
| | Street Address: 28 State Street | | X Enclosed Authorized to be charged to deposit acc | ount "Da |
| | | 8. | Authorized to be charged to deposit acc | |
| | City: Boston State: MA Zip: 02109 | 0. | —————————————————————————————————————— | () |
| | DO | NOT USE | (Attach duplicate copy of this page if payi FHIS SPACE | ng by deposit accor |
| | | | A | America. |
| 9. | Statement and signature. To the best of my knowledge and belief, the foregoing infard document. Michelle A. Massicotte , Esq | nation is the | ue and correct and any attached copy is a true 4/23/1 Dat | e copy of the origin |
| | | | Total number of pages comprising c | over sheet [1 |
| _ | OMB No. 0651-0011 (exp. 4/94) Do not detach this portion | | | |
| Ma | I documents to be recorded with required cover sheet informat | ion to: | nts and Trademarks | |
| the | blic burden reporting for this sample cover theet is estimated to document and gathering the data needed, and completing and U.S. Patent and Trademark Office, Office of Information Syste | ashington, average ab reviewing thems, PK2-16 | D.C. 20231 out 30 minutes per document to be recorded, it is sample cover sheet. Send comments regard 200C, Washington, D.C. 20231, and to the Of | ling this burden esti |
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| Buc | dget, Paperwork Reduction Project (0651-0011), Washington, | D.C. 20303 | · | |

TRADEMARK REEL: 002721 FRAME: 0693

TRADEMARK ASSIGNMENT

THIS ASSIGNMENT is made as of the 17th day of April, 2003, by Harris Trust and Savings Bank, a corporation organized under the laws of the State of Illinois, with a place of business at 111 West Monroe Street, Chicago, Illinois 60690 (the "Assignor"), to FleetBoston Financial Corporation, a corporation organized under the laws of the State of Rhode Island, having a place of business at 100 Federal Street Boston, MA 02110 (the "Assignee").

WHEREAS, the Assignor is the registered proprietor in the United States of the PROFOLIO Trademark, registered as no. 2,215,067 in the US TM Office, on December 29, 1998, from application serial no. 75/164,966 filed on September 12, 1996 (the "Trademark").

WHEREAS, for good and valuable consideration, the Assignor has agreed to assign the Trademark 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 Trademark, 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 Trademark is 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 in its possession as may tend to support maintenance, prosecution, and/or registration of the Trademark and 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.

ASSIGNOR:

HARRIS TRUST AND SAVINGS BANK

Linda L. Ochwat,

Assistant Corporate Secretary

STATE OF Illinois)

) ss:

RECORDED: 04/29/2003

COUNTY OF Cook)

The foregoing instrument was acknowledged before me in the City of Chicago, this 17th day of April, 2003, by Linda L. Ochwat, Assistant Corporate Secretary of Harris Trust and Savings Bank, a corporation organized under the laws of the State of Illinois, on behalf to the corporation.

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

FFICIAL SEAL*
ERYL WALKER
SION EXPIRES 08/10/04

Notary Public

My Commission Expires:

#436052-REN

TRADEMARK REEL: 002721 FRAME: 0694

F. Ochwat