

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):  
 Prudential Financial, Inc.

Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation-State New Jersey  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies)  
 Name: Wachovia Securities, LLC  
 Internal Address: 3100 One Wachovia Center  
 Street Address: 301 South College Street  
 City: Charlotte State: NC Zip: 28288-0630

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

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other Corrective Assignment for Assignee Info  
recorded at R/F 2711/0301 (Doc 900001772A)  
 Execution Date: July 1, 2003

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

B. Trademark Registration No.(s) See Attached

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Karl S. Sawyer Jr., Esq.  
 Internal Address: Kennedy Covington Lobdell & Hickman, Hearst Tower - 47th Floor  
 Street Address: 214 N. Tryon Street  
 City: Charlotte State: NC Zip: 28202

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ \_\_\_\_\_  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

**DO NOT USE THIS SPACE**

9. Signature.  
Karl S. Sawyer Jr.  
 Name of Person Signing

Signature

11/12/2003  
 Date

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

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

OP \$166.00 78268311

**SCHEDULE A**

**Trademark Registrations**

<b><u>Trademark</u></b>	<b><u>Class</u></b>	<b><u>Reg. Number</u></b>	<b><u>Reg. Date</u></b>
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**

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

## 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.

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KCLH  
KENNEDYCOVINGTON

TEL: 7043317598  
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**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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KENNEDYCOVINGTON

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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: 

Name: PRUDENTIAL SECURITIES INCORPORATED  
WILLIAM J. HORAN

Title: EXECUTIVE VICE PRESIDENT AND  
CHIEF FINANCIAL OFFICER