

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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
Citizens Bank of Massachusetts		08/01/2003	Massachusetts chartered bank:

RECEIVING PARTY DATA	
Name:	Citizens Financial Group, Inc.
Street Address:	One Citizens Plaza
City:	Providence
State/Country:	RHODE ISLAND
Postal Code:	02903
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Serial Number:	76210819	PORT FINANCIAL SERVICES

CORRESPONDENCE DATA	
Fax Number:	(617)523-1231
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	617.570.1292
Email:	mrovner@goodwinprocter.com
Correspondent Name:	Miriam J. Rovner, Senior Trademark Paral
Address Line 1:	Exchange Place, 53 State Street
Address Line 2:	Goodwin Procter LLP
Address Line 4:	Boston, MASSACHUSETTS 02109-2881

ATTORNEY DOCKET NUMBER:	018415-100458-1703/267
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NAME OF SUBMITTER:	Miriam J. Rovner
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ASSIGNMENT OF TRADEMARKS

Dated: As of August 1, 2003

WHEREAS, Citizens Bank of Massachusetts, a Massachusetts chartered bank having a principal place of business at 28 State Street, Boston, Massachusetts, 02108, U.S.A. ("Assignor"), owns all right, title and interest in and to the trademark listed on the attached Schedule A (the "Trademark");

WHEREAS, Citizens Financial Group, Inc., an Delaware corporation having a principal place of business at One Citizens Plaza, Providence, Rhode Island 02903 ("Assignee"), is desirous of acquiring said Trademark from Assignor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

1. Assignor does hereby assign, transfer and set over to Assignee all right, title, and interest in and to the Trademark, together with the goodwill of the business symbolized thereby and appurtenant thereto, and any applications or registrations therefor.

2. Assignor does also hereby assign, sell, transfer and set over unto Assignee all claims for damages for reason of past infringement of the Trademark, as well as the right to sue for and collect the same for its own use and enjoyment.

3. Assignor further authorizes the Director of the United States Patent & Trademark Office, and any official of any country or countries foreign to the United States whose duty it is to record trademark registrations, applications and title thereto, to record the Trademark and title thereto as the property of the Assignee, its successors, legal representatives and assigns in accordance with the terms of this instrument.

IN WITNESS WHEREOF, the undersigned has executed this Assignment as a sealed instrument as of the date first above written.

CITIZENS BANK OF MASSACHUSETTS,
Assignor,

By: _____

Name: Donald J. Barrett, Jr.
Title: Senior Vice President

CITIZENS FINANCIAL GROUP, INC.,
Assignee,

By: _____

Name: Joel J. Brickman
Title: Senior Vice President
Secretary and General Counsel

SCHEDULE A

Mark

U.S. Appln. Serial No.

PORT FINANCIAL SERVICES

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