

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Citicorp
399 Park Avenue
New York, NY 10043

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

Citizenship (see guidelines) Delaware

Execution Date(s) January 5, 2004

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☒ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ No

Name: JPMorgan Chase Bank

Internal

Address: _____

Street Address: 1111 Polaris Parkway

City: Columbus

State: OH

Country: U.S.A. Zip: 43271

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship New York
☐ Other _____ Citizenship _____

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
2278601

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
PAYTM.

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

Name: Dana Breitman

Internal Address: Goodwin Procter LLP

Street Address: 599 Lexington Avenue

City: New York

State: NY Zip: 10022

Phone Number: 212.813.8800

Fax Number: 212.355.3333

Email Address: dbreitman@goodwinprocter.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00

- ☐ Authorized to be charged by credit card
☒ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____
b. Deposit Account Number 06-0923
Authorized User Name Dana Breitman

9. Signature:



Signature

Dana Breitman

Name of Person Signing

March 22, 2005
Date

Total number of pages including cover sheet, attachments, and document: 4

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

700164186

TRADEMARK
REEL: 003072 FRAME: 0853

CH \$40.00 060923 2278601

EXECUTION COPY

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), effective as of January 5, 2004, is made and entered into by and between Citicorp, a Delaware corporation ("Seller"), and JPMorgan Chase Bank, a banking corporation organized under the laws of the State of New York ("Purchaser") (each a "party," and collectively, the "parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (defined below).

WHEREAS, Seller is the owner of the trademarks, trademark registrations and trademark applications (including any and all goodwill symbolized thereby) set forth on Schedule A hereto (the "Trademarks"); and

WHEREAS, Seller and Purchaser entered into that certain Stock Purchase Agreement dated as of November 25, 2003 (the "Purchase Agreement"), pursuant to which Purchaser agreed to purchase the Shares and the Business, including all of Seller's right, title and interest in and to the Trademarks.

NOW THEREFORE, for the consideration set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Effective upon Closing, Seller hereby assigns to Purchaser all of Seller's right, title and interest in and to the Trademarks, including all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof.

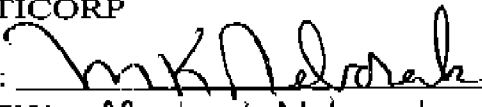
2. Further Assurances. Seller shall, at the cost and expense of Purchaser, timely execute and deliver any additional documents and perform such additional acts necessary or desirable to assist Purchaser to record and perfect the interest of Purchaser in and to the Trademarks, and shall not enter into any agreement in conflict with this Assignment.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws rules of such state.

4. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, each party has caused this Assignment to be executed
authorized officer.

CITICORP

By: 
Name: Michael Neborak
Title: Vice President

JPMORGAN CHASE BANK

By: _____
Name:
Title:

IN WITNESS WHEREOF, each party has caused this Assignment to be executed
authorized officer.

CITICORP

By: _____

Name:

Title:

JPMORGAN CHASE BANK

By:  _____

Name: PAUL SIMPSON

Title: SENIOR VICE PRESIDENT