

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):**  
JPMorgan Chase Bank, National  
1111 Polaris Parkway Association  
Columbus, OH 43271

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

Citizenship (see guidelines) National  
Execution Date(s) December 1, 2004  
Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance:**  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other

**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

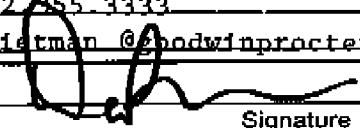
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):  
PAYTM

**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 \_\_\_\_\_

**9. Signature:**   
\_\_\_\_\_  
Name of Person Signing Dana Breitman

March 22, 2005  
Date  
Total number of pages including cover sheet, attachments, and document: 3

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

CH \$40.00 060923 2278601

## TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), effective as of December 1, 2004, is made and entered into by and between JPMorgan Chase Bank (n/k/a JPMorgan Chase Bank, National Association) ("Assignor"), a national banking association, and JPMorgan Chase & Co., a corporation organized under the laws of the State of Delaware ("Assignee") (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, Assignor 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, Assignor desires to assign to Assignee and Assignee desires to acquire all of Assignor's right, title and interest in and to the Trademarks.

NOW THEREFORE, for and in consideration of the mutual obligations set forth herein, 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 execution, Assignor hereby assigns to Assignee all of Assignor'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. Assignor shall, at the cost and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts necessary or desirable to assist Assignee to record and perfect the interest of Assignee 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 by its duly authorized officer.

JPMORGAN CHASE BANK (n/k/a  
JPMorgan Chase Bank, National  
Association )

By: James C.P. Berry  
Name: James C.P. Berry  
Title: Vice President, Assistant Secretary  
and Assistant General Counsel

JPMORGAN CHASE & CO.

By: Anthony J. Horan  
Name: Anthony J. Horan  
Title: Senior Vice President and Secretary

LJBNY/4326380.1