

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
J.P. Morgan Chase & Co.		11/30/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	E*TRADE Financial Corporation		
Street Address:	135 East 57th Street, 17th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10022		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2913649	BROWNSCO	
CORRESPONDENCE DATA			
Fax Number:	(650)324-0638		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	650-324-7000		
Email:	sv-trademark@hellerehrman.com		
Correspondent Name:	Harold J. Milstein		
Address Line 1:	275 Middlefield Road		
Address Line 4:	Menlo Park, CALIFORNIA 94025-3506		
ATTORNEY DOCKET NUMBER:	38487-1000 HJM/VCT		
NAME OF SUBMITTER:	Harold J. Milstein		
Signature:	/HaroldMilstein/		
Date:	03/29/2006		

OP \$40.00 2913649

Total Attachments: 5

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TRADEMARK ASSIGNMENT AGREEMENT

THIS TRADEMARK ASSIGNMENT AGREEMENT ("Agreement") is effective as of the 30th day of November 2005 ("Effective Date"), between:

JPMorgan Chase & Co. ("Assignor"), a corporation incorporated under the laws of Delaware, and

E*TRADE Financial Corporation ("Assignee"), a corporation incorporated under the laws of Delaware.

WHEREAS, pursuant to the Sale and Purchase Agreement dated as of September 28, 2005 among Assignor, J.P. Morgan Invest Inc., a Delaware corporation ("Seller"), and Assignee ("Sale and Purchase Agreement"), Assignor agrees to assign, transfer and convey all of Assignor's right, title and interest in and to the trademark referred to below; and

WHEREAS, pursuant to Sections 8.2 and 8.3 of the Sale and Purchase Agreement, the execution of this Agreement at or prior to the Closing Date of the Sale and Purchase Agreement is a condition to the obligations of Assignor and Seller thereunder;

NOW, THEREFORE, in consideration of the above premises and of the mutual agreements, provisions and covenants contained in this Agreement and intending to be legally bound hereby, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee any and all of Assignor's right, title and interest in and to (i) the mark and name BROWNCO, as or as part of a trademark, service mark, corporate name, trade name, d/b/a name, brand name, domain name, logo, trade dress or other source indicator (the "**Mark**") including without limitation the registration listed Schedule A hereto, together with all related common-law rights and the goodwill of the business associated therewith or symbolized thereby; (ii) all intellectual property rights (including copyrights) in any trade dress, graphics, artwork, advertising, promotional or packaging materials accompanying the use of the Mark in clause (i); (iii) all rights, priorities and privileges provided under United States, state or foreign law, or multinational law, compact, treaty, protocol, convention or organization with respect to any of the foregoing; (iv) all registrations, applications, recordings, renewals or similar legal protections for any of the foregoing; and (v) all rights to bring actions at law or in equity for the past, present and future infringements, misappropriations or other violations of any of the foregoing, including all income, royalties, damages, payments, accounts and accounts receivable now or hereafter due and/or payable under and with respect thereto, in each case, in existence as of the Effective Date (collectively, (i)-(v), the "**Assigned Mark**").

2. Assignee is to hold all right, title and interest in and to the Assigned Mark as fully and exclusively as it would have been held and enjoyed by Assignor had the assignment in Section 1 not been made. Assignor shall not contest Assignee's ownership of the Assigned Mark, including in any claim, action, arbitration, suit, inquiry or proceeding.

3. This Agreement shall be deemed effective as between the parties as of the Effective Date. Assignor will, without additional consideration, take such further actions and execute promptly such further documents as are necessary or desirable to transfer, vest, record and perfect good, valid and marketable title to the Assigned Mark in Assignee. Assignor hereby authorizes Assignee to request the relevant government entity or agency referred to in Schedule A to record Assignee as the assignee and owner of the Assigned Mark.

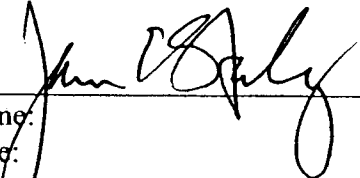
4. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

5. This Agreement shall be governed by and construed in accordance with the laws of the State of New York.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the date above first written.

JPMORGAN CHASE & CO.

By: 
Name: _____
Title: _____

E*TRADE BROKERAGE HOLDINGS, INC.

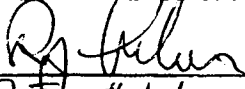
By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be
duly executed and delivered as of the date above first written.

JPMORGAN CHASE & CO.

By: _____
Name:
Title:

E*TRADE BROKERAGE HOLDINGS, INC.

By: 
Name: R. J. L. L. L.
Title: President

SCHEDULE A

Registered Trademark

U.S Trademark Registrations/Applications	Reg./App. No.	Filing Date
BROWNSCO	2,913,649	2/6/03