

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
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<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Legg Mason Wood Walker, Inc.		11/30/2005	CORPORATION: MARYLAND

<b>RECEIVING PARTY DATA</b>	
<b>Name:</b>	Legg Mason & Co., LLC
<b>Street Address:</b>	100 Light Street
<b>City:</b>	Baltimore
<b>State/Country:</b>	MARYLAND
<b>Postal Code:</b>	21202
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: MARYLAND

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	2875393	CORE4COLLEGE
Registration Number:	2809572	REV 2000
Registration Number:	2785135	TELEFUND
Registration Number:	2809571	REVENUE 2000
Registration Number:	1799634	LEGG MASON
Registration Number:	2505596	ADVISING INVESTORS FOR OVER A CENTURY
Registration Number:	2344016	HOW TO INVEST
Registration Number:	2193421	"CORE FOUR" ASSET ALLOCATION
Registration Number:	1850419	FUTURE FIRST
Serial Number:	76452601	GUIDELINES
Serial Number:	76380101	CORE COLLECTION
Serial Number:	76286818	PERSONALIZED GUIDANCE. INTELLIGENT CHOICES.

**CORRESPONDENCE DATA**

**CH \$315.00 2875393**

Fax Number: (312)630-7388  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 312-368-4058  
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ATTORNEY DOCKET NUMBER:	305451-2
NAME OF SUBMITTER:	Thomas W. Ryan
Signature:	//Thomas W. Ryan//
Date:	04/13/2006

Total Attachments: 4  
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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement, dated and effective as of 11:59 p.m. on November 30, 2005 (the "Agreement"), is made by and between Legg Mason Wood Walker, Inc., a Maryland corporation ("Transferor"), and Legg Mason & Co., LLC, a Maryland limited liability company ("Transferee"). All capitalized terms used in this Agreement and not otherwise defined herein shall have the respective meanings ascribed to them in the Transaction Agreement, dated as of June 23, 2005 (as amended, the "Transaction Agreement"), by and between Citigroup Inc. ("Citigroup") and Legg Mason, Inc. ("Legg Mason").

WHEREAS, pursuant to the Transaction Agreement, Legg Mason agreed to sell to Citigroup, and Citigroup agreed to purchase from Legg Mason, the PC/CM Business;

WHEREAS, in accordance with Exhibit I to the Transaction Agreement, Legg Mason is causing the PC/CM Business to be restructured to facilitate the sale of the PC/CM Business to Citigroup by taking a series of actions, including entering into this Agreement;

WHEREAS, pursuant to that certain Omnibus Bill of Sale, Assignment and Assumption Agreement among Transferor, Transferee and certain of their Affiliates dated as of the date hereof (the "Bill of Sale"), Transferor is transferring to Transferee and Transferee is acquiring all of Transferor's right, title and interest in, to and under the LMC Assets (as defined in the Bill of Sale), including the Trademarks that are LMC Assets; and

WHEREAS, pursuant to the Bill of Sale, Transferor is transferring to Transferee and Transferee is acquiring and assuming certain liabilities and obligations, including liabilities and obligations with respect to Trademarks.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and the Bill of Sale, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Transfer of Trademarks. Transferor does hereby sell, transfer, assign and deliver to Transferee, to have and to hold, free and clear of all Liens other than Permitted Liens, all of its respective rights, title and interests in, to and under the Trademarks that are LMC Assets, as well as any and all goodwill of the business symbolized by those Trademarks, and including all rights therein provided by international conventions and treaties, and the right to sue for past, present, and future infringement thereof. The Trademarks that are LMC Assets shall include, without limitation, those Trademarks that are set forth on Schedule A (collectively, the "Assigned Marks").

2. Assumption of Trademark Liabilities. Transferor hereby assigns to Transferee, and Transferee hereby accepts, assumes and agrees to perform and otherwise pay, satisfy and discharge when due, all of Transferor's liabilities and obligations, whether accrued, contingent or otherwise, arising out of or relating [exclusively or] primarily to the Assigned Marks.

3. No Waiver or Modification. Notwithstanding any other provision of this Agreement, this Agreement shall not amend, alter, modify or limit in any manner the rights and obligations of Citigroup and Legg Mason pursuant to the Transaction Agreement; provided, further, that in the event that there are any conflicts or inconsistencies between the terms and provisions of this Agreement and the Transaction Agreement, the terms and provisions of the Transaction Agreement shall control.

4. Further Assurances, Etc. From time to time at or after the effective time and date of this Agreement, each of the parties to this Agreement shall cooperate to take, or cause to be taken, any actions (including executing and delivering any assignment documents or other instruments of transfer) to give effect to this Agreement. This Agreement is intended to evidence the consummation of certain transactions contemplated by Exhibit I of the Transaction Agreement. This Agreement is made without representation or warranty except as provided by the Transaction Agreement. **TRANSFEROR DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO VALUE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR FOR ORDINARY PURPOSES OF THE ASSETS ASSIGNED UNDER THIS AGREEMENT.**

5. Successors and Assigns. This Agreement and all its provisions shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

6. Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the Requirements of Law of the State of New York applicable to agreements made and to be performed entirely within such State, without regard to the conflict of laws principles of such State.


7. Amendments. No amendment to this Agreement shall be effective unless it shall be in writing and signed by each party hereto.

8. Counterparts. This Agreement may be executed by the parties hereto in multiple counterparts that may be delivered by facsimile transmission. Each counterpart when so executed and delivered shall be deemed an original, and all such counterparts taken together shall constitute one and the same instrument.


[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Transferor and Transferee have caused this instrument to be duly executed and delivered as of the date first above written.

LEGG MASON WOOD WALKER, INC.

By:   
Name:  
Title:

LEGG MASON & CO., LLC

By:   
Name:  
Title:

{Trademark Assignment Agreement between LMWW and LMC}

Schedule A

<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>	<u>OWNER</u>	<u>STATUS</u>
Guidelines	N/A	N/A	76-452,601	09/25/02	LMWW	Pending
Core4College	2,875,393	8/17/2004	76-446,970	09/05/02	LMWW	Registered
Rev 2000	2,809,572	1/27/2004	76-430,069	07/12/02	LMWW	Registered
Telefund	2,785,135	11/18/2003	76-430,068	07/12/02	LMWW	Registered
Revenue 2000	2,809,571	1/27/2004	76-430,067	07/12/02	LMWW	Registered
Core Collection	N/A	N/A	76-380,101	03/08/02	LMWW	Pending
Legg Mason (stylized)	1,799,634	10/19/1993	74-312,491	09/10/92	LMWW	Registered
Personalized Guidance. Intelligent Choices.	N/A	N/A	76-286,818	07/18/01	LMWW	Pending
Advising Investors For Over A Century	2,505,596	11/6/2001	75-602,814	12/10/98	LMWW	Registered
How To Invest	2,344,016	4/18/2000	75-421,901	01/22/98	LMWW	Registered
"Core Four" Asset Allocation	2,193,421	10/6/1998	75-299,896	05/16/97	LMWW	Registered
Future First	1,850,419	8/16/1994	74-329,972	11/9/92	LMWW	Registered