

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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):

The Travelers Insurance Company

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other Connecticut Life Insurance Company

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) June 30, 2005

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

- Yes
 No

Additional names, addresses, or citizenship attached? _____

Name: Citigroup Insurance Holding Corporation

Internal Address: _____

Address: _____

Street Address: 399 Park Avenue

City: New York

State: New York

Country: USA Zip: 10043

Association Citizenship _____

General Partnership Citizenship _____

Limited Partnership Citizenship _____

Corporation Citizenship Georgia

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)

1981552; 2022527

Additional sheet(s) attached? Yes No

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

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

Name: Eileen E. Kennedy

Internal Address: 15th Floor/Zone 7

Street Address: 909 Third Avenue

City: New York

State: New York Zip: 10022

Phone Number: 212-559-2603

Fax Number: 212-793-4405

Email Address: kennedye@citigroup.com

6. Total number of applications and registrations involved:

2

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

- 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 032040

Authorized User Name 8836/Eileen Kennedy

9. Signature:



Signature

December 15, 2006

Date

Eileen E. Kennedy

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TIC TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), dated as of June 30, 2005, by and between THE TRAVELERS INSURANCE COMPANY, a Connecticut life insurance company ("Assignor"), and CITIGROUP INSURANCE HOLDING CORPORATION, a corporation incorporated in the State of Georgia ("Assignee").

WHEREAS, MetLife, Inc. ("MetLife") and Citigroup Inc. ("Citigroup") have entered into that certain Acquisition Agreement, dated January 31, 2005 (as may be amended from time to time, the "Acquisition Agreement"), pursuant to which, among other things, MetLife shall acquire, on the terms and subject to the conditions set forth therein, all of the outstanding shares of capital stock of Assignor (the "Acquisition"); and

WHEREAS, Assignor may own certain rights in the trademarks and service marks listed on the attached Schedule A (said marks, along with the common law rights associated therewith, together with associated goodwill arising from the use of and symbolized by said marks, the "Trademarks"); and

WHEREAS, prior to completion of the Acquisition, Assignor has agreed to assign, transfer, convey and deliver to Assignee, and Assignee has agreed to acquire from Assignor, all of Assignor's right, title and interest in and to the Trademarks.

NOW THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Assignment. Assignor does hereby assign, transfer, convey and deliver to Assignee, and Assignee does hereby acquire and assume from Assignor, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, (i) all of Assignor's right, title and interest in and to the Trademarks and all rights corresponding thereto throughout the world, (ii) all causes of action (either in law or equity) and the right to sue, counterclaim, and recover for past, present, and future infringement, dilution, or misappropriation of the rights associated with the Trademarks and (iii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto.

2. Additional Documents. Assignor does hereby agree to execute upon the request of Assignee, at Assignee's expense for reasonable out-of-pocket costs, such additional documents as are necessary to register and otherwise give full effect to the rights of Assignee under this Assignment in and to the Trademarks worldwide, including all documents necessary to record in the name of Assignee the assignment of the Trademarks with the United States Patent and Trademark Office and, with respect to any equivalent foreign rights, with any other appropriate foreign or international office or registrar.

3. Representations of the Parties. Each of Assignor and Assignee respectively represents and warrants that (i) it is duly organized, validly existing and in good standing under the laws of its place of organization, (ii) it has all requisite corporate power and authority to enter

into, execute and deliver this Assignment and to carry out its obligations hereunder and to consummate the transactions contemplated hereby and (iii) this Assignment constitutes a legal, valid and binding obligation on such party, enforceable against such party in accordance with its terms.

4. Successors and Assigns. This Assignment will be binding upon, inure to the benefit of and be enforceable by and against the parties hereto and their respective successors and assigns.

5. Amendments. This Assignment may be changed, modified or terminated only by an instrument in writing signed by each of the parties hereto.

6. Governing Law; Jurisdiction. This Assignment shall be governed by, enforced under and construed in accordance with the laws of the New York, without giving effect to any choice or conflicts of law provision or rule thereof.

7. Counterparts. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the date first written above.

THE TRAVELERS INSURANCE
COMPANY

By: *Glenn D. Lashley*
Name: Glenn D. Lashley
Title: Senior Executive Vice President,
Chief Financial Officer, and
Chief Accounting Officer

CITIGROUP INSURANCE HOLDING
CORPORATION

By: *Marla Berman Lewitus*
Name: Marla Berman Lewitus
Title: Assistant Secretary

[SIGNATURE PAGE TO TIC TRADEMARK ASSIGNMENT AGREEMENT]

SCHEDULE A**TRADEMARKS****I. The following service marks and trademarks:**

MARK	APP./REG. NO.
Blueprint	Common Law
Marquis	Common Law
Marquis Portfolios	Common Law
PrimElite	Common Law
PrimElite II	Common Law
Ring of Honor Logo	Common Law
T and Umbrella Design	782,580
T-PLUS	1,161,313
Umbrella Design	906,803 (United Kingdom)
Umbrella Design	1,981,552
Vintage	1,981,552
Vintage Life	2,022,527
VintageLife	Common Law
Vintage-L	Common Law
Vintage XTRA	Common Law
Vintage II	Common Law
Vintage 3	Common Law

II. All service marks and trademarks containing the Umbrella design, to the extent Assignor has any rights therein.

Citigroup Inc.
Trademarks
909 Third Avenue, 15th Fl/Zone
New York, NY 10043

facsimile transmittal

TO: Mail Stop Assignment Recordation
Services/Director of the USPTO

COMPANY: USPTO

TELEPHONE:

FAX: 1-571-273-0140

FROM: Eileen Kennedy

COMPANY: Citigroup Inc.

TELEPHONE: 1-212-559-2603

FAX: 1-212-793-4405

DATE: 12/15/06

OF PAGES (incl cover): 6

Message:

