

TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	NEW ASSIGNMENT														
NATURE OF CONVEYANCE:	MERGER														
EFFECTIVE DATE:	01/01/2003														
CONVEYING PARTY DATA															
<table border="1"><thead><tr><th>Name</th><th>Formerly</th><th>Execution Date</th><th>Entity Type</th></tr></thead><tbody><tr><td>Hamburgische Landesbank - Girozentrale</td><td></td><td>01/01/2003</td><td>CORPORATION: GERMANY</td></tr><tr><td>Landesbank Schleswig-Holstein Girozentrale</td><td></td><td>01/01/2003</td><td>CORPORATION: GERMANY</td></tr></tbody></table>	Name	Formerly	Execution Date	Entity Type	Hamburgische Landesbank - Girozentrale		01/01/2003	CORPORATION: GERMANY	Landesbank Schleswig-Holstein Girozentrale		01/01/2003	CORPORATION: GERMANY			
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Hamburgische Landesbank - Girozentrale		01/01/2003	CORPORATION: GERMANY												
Landesbank Schleswig-Holstein Girozentrale		01/01/2003	CORPORATION: GERMANY												
RECEIVING PARTY DATA															
Name:	HSH Nordbank AG														
Street Address:	Rechtsabteilung														
City:	Hamburg														
State/Country:	GERMANY														
Postal Code:	20079														
Entity Type:	CORPORATION: GERMANY														
PROPERTY NUMBERS Total: 2															
<table border="1"><thead><tr><th>Property Type</th><th>Number</th><th>Word Mark</th></tr></thead><tbody><tr><td>Serial Number:</td><td>78241213</td><td>HSH NORDBANK</td></tr><tr><td>Serial Number:</td><td>78241203</td><td>HSH NORDBANK</td></tr></tbody></table>	Property Type	Number	Word Mark	Serial Number:	78241213	HSH NORDBANK	Serial Number:	78241203	HSH NORDBANK						
Property Type	Number	Word Mark													
Serial Number:	78241213	HSH NORDBANK													
Serial Number:	78241203	HSH NORDBANK													
CORRESPONDENCE DATA															
Fax Number:	(212)294-4700														
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>															
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Email:	vrichard@winston.com														
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DOMESTIC REPRESENTATIVE															

CH \$65.00 78241213

900067265

TRADEMARK
REEL: 003464 FRAME: 0495

Name:
Address Line 1:
Address Line 2:
Address Line 3:
Address Line 4:

NAME OF SUBMITTER:

Virginia R. Richard

Signature:

/W&S/

Date:

01/19/2007

Total Attachments: 7

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State Treaty

between

the Free and Hanseatic City of Hamburg
and the State of Schleswig-Holstein

on the Merger

of Landesbank Schleswig-Holstein Girozentrale
and Hamburgische Landesbank - Girozentrale -
into a Public Limited Company

The Free and Hanseatic City of Hamburg, represented by its Senate, and the State of Schleswig-Holstein, represented by its Minister-President, hereby conclude, subject to the consent of their respective constitutionally appointed governing bodies, the following State Treaty:

Preamble

The Government of the State of Schleswig-Holstein and the Senate of the Free and Hanseatic City of Hamburg intend, through the merger of Landesbank Schleswig-Holstein Girozentrale and Hamburgische Landesbank – Girozentrale – into a public limited company, to create from two successful banking institutes a sustainably strong, regionally anchored and financially profitable bank which, thanks to its enhanced ability to access the capital market, will be of interest for investors with core capital input. It is intended to achieve this goal in particular by the realisation of operationally sensible synergies.

The equality of status of the two unified banks, which will continue to exist in the form of a public limited company, will find its expression in the establishment of a dual company seat in Kiel and Hamburg and in a permanent and balanced distribution of competencies involving qualified permanent workplaces at both operating locations in respect of which the requirements of equality of treatment between women and men are observed. The business will be managed with equal status at both locations.

In regional terms, the new bank will continue to be anchored in the business region of Hamburg / Schleswig-Holstein as the “bank of the north”, offering a wide range of financial services and continuing to operate as the financial and cooperation partner of the states and

of the savings banks. Through the two operating locations in Kiel and Hamburg, the close contact to small and medium-sized business customers will be preserved. The bank will also, as hitherto, concentrate as an international product and sector specialist on selected fields of business and expand its position on the international capital markets.

Article 1

Merger to Form a Public Limited Company

(1) Landesbank Schleswig-Holstein Girozentrale, being an incorporated public-law institution, and Hamburgische Landesbank - Girozentrale -, being likewise an incorporated public-law institution, shall be dissolved without liquidation and merged into a public limited company to which the whole of the assets of each of the said institutions existing at the time of the merger shall be transferred.

(2) The merger and formation shall become effective on the public limited company being registered with the commercial register (Registration Date). Application for registration with the commercial register must be made not later than eight months after the Merger Reference Date as per Clause (5). The courts having jurisdiction for registration with the commercial register must announce the registration of the public limited company by publishing the full content of the registration in both the Federal Gazette and at least one other journal. Announcement shall be deemed to have been effected by the latest at midnight of the day on which the last of the journals containing the announcement has been published.

(3) Founders of the public limited company shall be deemed to be the sponsors of the pre-merger Landesbank Schleswig-Holstein Girozentrale and the shareholders of the pre-merger Hamburgische Landesbank - Girozentrale - existing at the time of coming into force of the assenting acts of the State of Schleswig-Holstein and of the Free and Hanseatic City of Hamburg, with the exception of Landesbank Schleswig-Holstein Girozentrale. They shall acquire the capital stock of the public limited company and adopt its initial articles of association in a separate document.

(4) The public limited company shall have the name "HSH Nordbank AG" and shall have its business seat in Kiel and Hamburg.

(5) With effect as from 1 January 2003, 00:00 hours (Merger Reference Date), all business attributable to the Landesbanks as existing prior to the merger shall be deemed done for the account of HSH Nordbank AG.

The merger shall be effected on the basis of the audited and certified balance sheets of Landesbank Schleswig-Holstein Girozentrale and Hamburgische Landesbank - Girozentrale – as at 31 December 2002, which shall be deemed the closing balance sheets.

(6) The assets of Landesbank Schleswig-Holstein Girozentrale and Hamburgische Landesbank - Girozentrale – as existing at the time of the merger becoming effective, including all items of the assets, liabilities and shareholders' equity and the personnel, shall pass by way of universal succession to HSH Nordbank AG.

(7) The merger is subject to approval by the competition authorities.

(8) Arts. 20 and 24 of the Companies Reorganisation Act shall apply mutatis mutandis. The other provisions of the Companies Reorganisation Act shall not apply.

Article 2

Liability for the Liabilities of HSH Nordbank AG

(1) The guarantors of Landesbank Schleswig-Holstein Girozentrale and Hamburgische Landesbank - Girozentrale - existing on 31 December 2002 shall be liable for the fulfilment of all liabilities undertaken by HSH Nordbank AG on or before 18 July 2005. The same shall also apply to the liabilities assigned by way of the merger. This shall apply without limitation as to time to liabilities undertaken on or before 18 July 2001 and to liabilities undertaken thereafter but not later than on 18 July 2005 only to the extent that the term of such liabilities does not extend beyond 31 December 2015.

(2) The guarantors within the meaning of Clause (1) will fulfil their obligations promptly under their guarantors' liability towards the creditors of liabilities undertaken on or before 18 July 2005 as soon as they have determined in the due manner and in writing at the time of maturity of such liabilities that the creditors thereof cannot be satisfied out of the assets of HSH Nordbank AG.

Obligations of HSH Nordbank AG on grounds of transferred guarantors' liability or similar liability commitments shall be deemed agreed and due within the meaning of Clauses (1) and (2) at the same time as the item of liability secured by such guarantors' liability.

(3) The guarantors within the meaning of Clause (1) shall be liable for such liabilities as joint and several debtors.

(4) The guarantors within the meaning of Clause (1) shall ensure up to and including 18 July 2005 that HSH Nordbank AG is able to fulfil its obligations.

(5) In the event of retirement of a guarantor through the transfer of its business shares in the capital stock of HSH Nordbank AG after the Registration Date as per Article 1 Clause (2) Sentence 1, such guarantor shall be liable pursuant to Clause (1) only for liabilities of HSH Nordbank AG undertaken up to the time of the guarantor's retirement. The obligation of such guarantor pursuant to Clause (4) shall end at such time. The purchaser of the business shares in the capital stock of HSH Nordbank AG shall from the time of such purchase be deemed a guarantor within the meaning of Clause (1) of this Article and shall assume the obligations referred to in Clauses (1) to (4) of this Article, provided such purchase is effected prior to 19 July 2005.

(6) If a guarantor within the meaning of Clause (1) has retired as guarantor prior to the Registration Date as per Article 1 Clause (2) Sentence 1 through transfer of its business shares in the nominal capital of Landesbank Schleswig-Holstein Girozentrale or in the capital stock of Hamburgische Landesbank - Girozentrale -, such guarantor shall be liable pursuant to Clause (1) only for liabilities which were undertaken prior to the time of its retirement and which have passed to HSH Nordbank AG through the merger. Clause (4) shall not apply to such retiring guarantor. The purchaser of the business shares in the nominal capital of Landesbank Schleswig-Holstein Girozentrale or in the capital stock of Hamburgische Landesbank – Girozentrale – shall from the time of purchase be deemed a guarantor within the meaning of Clause (1) and shall assume the obligations set forth in Clauses (1) to (4).

Article 3

Transfer of Employment Contracts

The employment contracts of personnel employed at Landesbank Schleswig-Holstein Girozentrale and Hamburgische Landesbank - Girozentrale - on the day of registration of the public limited company with the commercial register shall pass as of that day with all rights and duties to HSH Nordbank AG.

The management boards of Landesbank Schleswig-Holstein Girozentrale and Hamburgische Landesbank - Girozentrale - shall inform the personnel concerned without delay of the transfer of their employment contracts.

Article 4

Transitional Mandates

(1) The duties of the works council members at the shops or parts of shops of HSH Nordbank AG shall be transitionally exercised by the existing staff councils of Landesbank Schleswig-Holstein Girozentrale and Hamburgische Landesbank - Girozentrale - in accordance with the provisions of the Works Constitution Act in the version as promulgated on 25 September 2001 (BGBl. I page 2518) and amended by Article 8 of the Act of 10 December 2001 (BGBl. I page 3443). The transitional mandates of the respective staff councils shall end as soon as a works council has been elected at the shops or parts of shops of HSH Nordbank AG and the result of the election has been announced, though not later than six months after registration of the public limited company with the commercial register.

(2) Clause 1 shall apply mutatis mutandis to the youth and trainees' representatives and to the disabled employees' representatives.

Article 5

Continuation in Force of Service Agreements

(1) Staff council agreements in force at Landesbank Schleswig-Holstein Girozentrale and Hamburgische Landesbank – Girozentrale – on the day of registration of the public limited company with the commercial register shall continue in force at HSH Nordbank AG in their existing local scope as works council agreements until such time as new arrangements come into force and provided they are not rendered ineffective through expiry, notice of termination or cancellation agreement.

(2) Where personnel who at the time of registration of the public limited company with the commercial register are employed at Landesbank Schleswig-Holstein Girozentrale or Hamburgische Landesbank – Girozentrale – move to an area in which the respective other works council agreement applies, the works council agreements of their former place of employment shall continue to apply insofar as they relate to company pensions and other matters which primarily relate to the granting of rights to the payment of pecuniary benefits. In all other respects, the works council agreements valid for the new place of employment shall apply.

Article 6

Management Board and Supervisory Board of HSH Nordbank AG

The composition of the management board and the supervisory board and the appointment of the members of the management board and the supervisory board shall be governed by the relevant provisions of the Stock Corporation Act of 6 September 1965 (BGBl. I page 1089) as last amended by the Act of 19 July 2002 (BGBl. I page 2681) and the Codetermination Act of 4 May 1976 (BGBl. I page 1153) as last amended by the Act of 23 March 2002 (BGBl. I page 1130) and the articles of association of HSH Nordbank AG.

Article 7

Ratification and Entry into Force

This State Treaty is subject to ratification. It shall come into force on the day after the last deed of ratification is lodged with the State Chancellery of the State of Schleswig-Holstein.

Hamburg, 4 February 2003 For the State of Schleswig-Holstein	Hamburg, 4 February 2003 For the Senate of the Free and Hanseatic City of Hamburg
Heide Simonis Minister-President	Ole von Beust Mayor