

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TIC Trademark Assignment Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Travelers Insurance Company		06/30/2005	Connecticut Life Insurance Company:
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citigroup Insurance Holding Corporation		
<b>Street Address:</b>	399 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10043		
<b>Entity Type:</b>	CORPORATION: GEORGIA		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0782580	T	
Registration Number:	2942731	T-PLUS	
Registration Number:	1161313		
Registration Number:	1981552	VINTAGE	
Registration Number:	2022527	VINTAGE LIFE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(917)777-2972		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-735-2972		
<b>Email:</b>	bgoldner@skadden.com		
<b>Correspondent Name:</b>	Bruce Goldner		
<b>Address Line 1:</b>	4 Times Square		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	525360/984		

**CH \$140.00 0782580**

NAME OF SUBMITTER:	Bruce Goldner
Signature:	/Bruce Goldner/
Date:	02/09/2007

**Total Attachments: 10**

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## 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. Lantry*  
Name: Glenn D. Lantry  
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]

**TRADEMARK**  
**REEL: 003479 FRAME: 0291**

**TRADEMARKS**

I. The following service marks and trademarks:

<b>MARK</b>	<b>APP./REG. NO.</b>
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	<del>1,161,313</del> 2,942,731 *
Umbrella Design	906,803 (United Kingdom)
Umbrella Design	<del>1,981,552</del> 1,161,313 *
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.

\* Correction of typographical error.

**ACQUISITION AGREEMENT**

**BY AND BETWEEN**

**CITIGROUP INC.**

**AND**

**METLIFE, INC.**

**DATED AS OF JANUARY 31, 2005**

in Exhibit H and other customary terms, with the Secretary of State of the State of Delaware in accordance with Delaware Law.

**Section 6.14 Restructuring.** Prior to the Closing, Sellers shall cause (i) the ownership of the assets (including equity interests) and liabilities identified in Exhibit F attached hereto to be transferred out of the Acquired Subsidiaries and the Subsidiaries of any Acquired Subsidiaries and (ii) the consummation of the other transactions contemplated by such Exhibit F. Sellers shall undertake the foregoing transactions in a commercially reasonable manner which preserves the economic value for Purchaser of the transactions contemplated hereby, and effects the goal of separating the Business from Parent and its Affiliates and otherwise consummating the transactions contemplated by this Section 6.14. Sellers shall regularly consult with Purchaser regarding the transactions contemplated by this Section 6.14. For the avoidance of doubt, any Trademark which includes the words "Citigroup", "Citi", "citi" or the umbrella logo shall be deemed not primarily related to the Business.

**Section 6.15 Employee Matters.**

(a) No later than June 15, 2005, Purchaser and/or any of its Affiliates shall make offers of employment, either individually and/or as a group, to Business Employees who are not employed by any Acquired Subsidiary. Each Business Employee who accepts such offer of employment and each Business Employee employed by the Acquired Subsidiaries as of the Closing Date is referred to herein as a "Continuing Business Employee." Purchaser hereby acknowledges that individuals who are employees of the Acquired Foreign Subsidiaries on the Closing Date will be employees of Purchaser or an Affiliate of Purchaser immediately following the Closing Date.

(b) From the Closing Date through the first anniversary of the Closing Date, Purchaser shall provide, or shall cause to be provided, to the Continuing Business Employees, as a group, rate of base pay and benefits that (as determined in good faith by Purchaser) are materially no less favorable in the aggregate than those provided to such Continuing Business Employees immediately prior to the Closing Date.


(c) With respect to Business Employees in the U.S., effective as of the Closing Date, Purchaser shall cause to be (i) waived all limitations as to pre-existing conditions, if any, under any welfare plan of Purchaser or its Affiliates in which such Continuing Business Employees may be eligible to participate after the Closing Date, to the extent that such conditions would have been waived or satisfied under the corresponding welfare plan in which any such Continuing Business Employee participated immediately prior to the Closing Date or (ii) provided to each Continuing Business Employee credit for all service recognized by Sellers and their Affiliates under the corresponding Sellers Benefit Plan for purposes of eligibility, waiting periods and vesting in Purchaser's or its Affiliate's 401(k) Plan, Personal Retirement Account pension program and active employee medical, active employee dental, active employee long-term or short-term disability, and active employee salary continuation coverage.

(d) Purchaser shall provide to each Continuing Business Employee (other than an employee identified in Section 6.15(k) of the Sellers Disclosure Letter) whose employment is terminated during the period commencing on the Closing Date and ending six (6) months



IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed on its behalf by an authorized officer as of the date first above written.

**CITIGROUP INC.**

By:   
Name: Raymond J. Quinlan  
Title: Executive Vice President

**METLIFE, INC.**

By: \_\_\_\_\_  
Name:  
Title:

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed on its behalf by an authorized officer as of the date first above written.

**CITIGROUP INC.**

By: \_\_\_\_\_  
Name:  
Title:

**METLIFE, INC.**

By: William J. Wheeler  
Name: William J. Wheeler  
Title: Executive Vice-President and  
Chief Financial Officer

**Restructuring Transactions**

- (i) The following assets (including equity interests) and liabilities of the Acquired Subsidiaries will be transferred out of the Acquired Subsidiaries prior to Closing.**
- 1. All membership interests of Keeper Holdings LLC.**
  - 2. All shares of Citigroup Series YYY and YY preferred stock and all dividends with respect thereto.**
  - 3. The "umbrella" Trademark and Umbrella design Trademark and all Trademark registrations and applications that include the "umbrella" Trademark or Umbrella design Trademark, and all Trademarks which include the terms "citi," "Citi," the Arc design and the Blue Wave design.**
  - 4. All Owned Intellectual Property that, prior to the Closing, is primarily used by Parent or its Affiliates (other than the Acquired Subsidiaries).**
  - 5. All Trademarks used in connection with products offered only by or through Parent or its Affiliates (other than the Acquired Subsidiaries).**
  - 6. All shares of American Financial Life Insurance Company stock.**
  - 7. All shares of Primerica Life Insurance Company ("PLIC") stock and all dividends with respect thereto.**
  - 8. All shares of Citicorp Assurance Company stock held by Citicorp Life Insurance Company ("CLIC").**
  - 9. The .16% equity interest in Europa Financia Limited held by Citilife S.A./N.V. ("Citilife").**
  - 10. All obligations related to non-qualified employee benefit plans (including retiree welfare, pension, long-term disability, workers compensation and deferred compensation obligations) and associated assets, including TIC's interest in the associated Rabbi Trust (but excluding (a) the agent deferred compensation plans listed in Section 4.11(g) of the Sellers Disclosure Letter, (b) the trusts listed as items 34 and 35 in Section 4.11(a) of the Sellers Disclosure Letter (and assets of any other trusts to the extent such assets are intended to be used for the payment of benefits under, or a purpose of which is to provide a source of payment for, the agent deferred compensation plans) and (c) the vacation buy programs listed as item 27 in Section 4.11(a) of the Sellers Disclosure Letter).**
  - 11. All contracts in connection with asset management services relating to variable insurance products not reflected in the Income Statement including those relating to the following accounts: Columbus (CLO), Corporate Loan Fund, Atlantic Reinsurance, Financial Reassurance, Coliseum Funding (CBO2), Nippon, Oasis, Sunlife, Travelers Funding (CBO), United Healthcare Companies and Zurich-Kemper.**
  - 12. Investment assets of TIC with a GAAP book value of \$74MM, and the deferred tax assets, reserve liabilities, and payment obligations (informal or otherwise) associated with the Connecticut River Plaza lease, as the foregoing amounts shall be adjusted to reflect reductions in such reserves from and after the date hereof.**
  - 13. Rights in respect of the LTC Amounts.**