

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
Citigroup Insurance Holding Corporation		02/23/2007	CORPORATION: GEORGIA
RECEIVING PARTY DATA			
Name:	The Travelers Indemnity Company		
Street Address:	One Tower Square		
City:	Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06183		
Entity Type:	CORPORATION: CONNECTICUT		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1161313		
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(212) 455-7609		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Kirstie Howard, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	093810/0417		
NAME OF SUBMITTER:	Kirstie Howard		
Signature:	/kh/		

OP \$40.00 1161313

900070192

TRADEMARK
REEL: 003487 FRAME: 0156

Date:

02/23/2007

Total Attachments: 6

source=Cit-TraA#page1.tif

source=Cit-TraA#page2.tif

source=Cit-TraA#page3.tif

source=Cit-TraA#page4.tif

source=Cit-TraA#page5.tif

source=Cit-TraA#page6.tif

U.S. TRADEMARK ASSIGNMENT AGREEMENT

This U.S. TRADEMARK ASSIGNMENT AGREEMENT ("Agreement"), dated February 23, 2007 (the "Effective Date"), by and between Citigroup Insurance Holding Corporation, a Georgia corporation ("Seller"), and The Travelers Indemnity Company, a Connecticut corporation ("Buyer," and together with Seller, the "Parties").

W I T N E S S E T H:

WHEREAS, Seller and The St. Paul Travelers Companies, Inc., an Affiliate of Buyer ("Travelers"), entered into the Trademark Acquisition Agreement, dated as of February 12, 2007 and amended and restated as of February 23, 2007 (the "Acquisition Agreement"; capitalized terms used but not defined herein shall have the meanings ascribed therein); and

WHEREAS, Section 2.1(a) of the Acquisition Agreement provides that (i) Seller shall sell, assign, transfer, convey and deliver to Travelers or a designee of Travelers, *inter alia*, the Assigned Trademarks (including the U.S. trademark registration on Exhibit A), and (ii) Travelers or a designee of Travelers shall purchase, acquire and accept from Seller, *inter alia*, the Assigned Trademarks (including the U.S. trademark registration on Exhibit A), all upon the terms and subject to the conditions set forth therein.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the consideration recited in the Acquisition Agreement, and intending to be legally bound, the Parties agree as follows:

1. *Assignment.* Seller hereby sells, assigns, transfers, conveys and delivers to Buyer all of Seller and its affiliates' right, title and interest in and to the U.S. trademark registration set forth on Exhibit A, including all common-law rights relating thereto and including the goodwill inherent therein and symbolized thereby.

2. *Acquisition Agreement.* This Agreement is executed pursuant to the Acquisition Agreement and is entitled to the benefits and subject to the provisions thereof and shall be binding upon and inure to the benefit of the parties thereto and their respective successors and permitted assigns. This Agreement is not intended to convey any greater or lesser rights to, or place any greater or lesser burden on, any of the Parties than are described in or contemplated by the Acquisition Agreement. Buyer's and Seller's remedies with respect to any claim arising from a breach of this Agreement shall be as set forth in the Acquisition Agreement and subject to the limitations, qualifications and procedures set forth therein.

3. *Governing Law.* This Agreement shall be governed by, construed and enforced in accordance with, and the rights and duties of the parties shall be governed by, the laws of the State of New York.

4. *Counterparts.* This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly signed and executed as of the Effective Date.

CITIGROUP INSURANCE HOLDING
CORPORATION

By: Gregory C. Ehlke
Name: Gregory C. Ehlke
Title: Vice President and
Assistant Treasurer

THE TRAVELERS INDEMNITY COMPANY

By: Bridget M. Healy
Name: Bridget M. Healy
Title: Senior Vice President and
Group General Counsel,
Corporate and Governance

ACKNOWLEDGMENT OF ASSIGNOR

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

On the 23rd day of February, 2007, before me personally came Gregory C. Ehleke, who is personally known to me to be a Vice President and Assistant Treasurer of Citigroup Insurance Holding Corporation, a Georgia corporation; who, being duly sworn, did depose and say that he is a Vice President and Assistant Treasurer in such corporation, the corporation described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he acknowledged said instrument to be the free act and deed of said corporation.

VICTORIA J. PUSATERI
Notary Public, State of New York
No. 01PU8078901
Qualified in New York County
Commission Expires Aug. 12, 2010

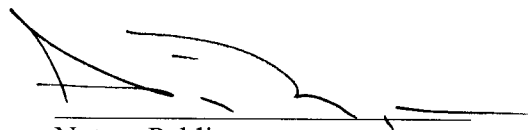

Notary Public

ACKNOWLEDGMENT OF ASSIGNEE

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

On the 23rd day of February, 2007, before me personally came Bridget M. Healy, who is personally known to me to be the Senior Vice President and Group General Counsel, Corporate and Governance, of The Travelers Indemnity Company, a Connecticut corporation; who, being duly sworn, did depose and say that she is the Senior Vice President and Group General Counsel, Corporate and Governance, in such corporation, the corporation described in and which executed the foregoing instrument; that she executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that she acknowledged said instrument to be the free act and deed of said corporation.

SYLVIA MARQUEZ
Notary Public, State of **New York**
No. 01MA4972068
Qualified in **New York County**
Commission Expires **Sept. 17, 2010**



Notary Public

EXHIBIT A

U.S. Reg. No. 1,161,313 (July 14, 1981)