

Form PTO-1594
(rev 06/04)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U. S. Department of Commerce
Patent and Trademark Office

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)/Execution Date(s):

Royal & SunAlliance USA, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other _____

Citizenship Delaware

Execution Date(s)

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)

Additional name(s) & address(es) attached? Yes No

Name: Royal & Sun Alliance Insurance Group plc

Internal Address: _____

Street Address: 1 Plantation Place, 30 Fenchurch Street

City: London

State: _____

Country: United Kingdom Zip: EC3M 3BD

Association – Citizenship _____
 General Partnership – Citizenship _____
 Corporation – Citizenship _____
 Limited Partnership – Citizenship _____
 Limited Liability Company – Citizenship _____
 Other Company No. 02339826
Citizenship England

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No.

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Government Interest Assignment
 Other Trademark Assignment

4. Application number(s) or registration number(s):

A. Trademark Application No(s).

75227253 75227252 76204740
76405312 76065980 74342608
74675936

B. Trademark Registration No(s).

Additional numbers attached? Yes No

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

John Ubani
Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, NY 10036-6522

Tel: (212) 735-3703
Fax: (917) 777-3703
Jubani@skadden.com

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 1.21(h) and 3.41) \$190
 All fees and any deficiencies are authorized to be charged to Deposit Account
(Our Ref. 060020/12)

8. Payment Information

Deposit Account No. 19-2385
Authorized user Name: Stephanie Y. Grenald

9. Signature.


Signature
John Ubani

March 13, 2007

Date

Name of Person Signing

Total number of pages including cover sheet, and documents:

7

CCH \$190.00 192385 76227253

TRADEMARK

CONTINUATION OF ITEM 1.

Name of conveying party(ies)/Execution Date(s):

Royal Group, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other _____

Citizenship Delaware

Execution Date(s)

1. Name of conveying party(ies)/Execution Date(s):

Royal Indemnity Company

Individual(s) Association
 General Partnership Limited Partnership
 Corporation
 Other Delaware Company

Citizenship Delaware

Execution Date(s)

TRADEMARK

Trademarks, sue for and collect any resulting recovery of damages, lost profits, legal fees and costs, for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives (all collectively, the "**Trademark Rights**"). Each of the Assignors requests the Commissioner of trademarks and any other applicable Governmental Entity to record Assignee as the assignee and owner of the Trademarks.

2. Each of the Assignors authorizes the Commissioner of Patents and Trademarks of the United States to record the Trademarks and title thereto as the property of the Assignee, its successors, legal representatives and assigns in accordance with this Assignment.

3. Each of the Assignors shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's reasonable request and expense (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for registration of the Trademark Rights; (b) in the prosecution or defense of any interference, opposition, cancellation, infringement or other proceedings that may arise in connection with any of the Trademark Rights, including, without limitation, testifying as to any facts relating to the Trademark Rights assigned herein and this Assignment; and (c) in the implementation, recordation or perfection of this Assignment and Assignee's interest in and to the Trademark Rights. The Assignors shall not enter into any agreement in conflict with this Assignment.

4. Should it subsequently be discovered that Assignors or any of their Affiliates own any other trademarks registered by them which contain the phrases "Royal", "Sun", "Alliance", "Royal & SunAlliance", "RSA", the navigator logo (illustrated in the Schedule beside trademark number 75227253) or "R&SA" (collectively, the "**Royal Marks**") that are not listed in the Schedule, Assignors shall, or in the case of their Affiliates, Assignors shall procure that their Affiliates shall, promptly notify Assignee in writing of the additional Royal Marks, which shall be deemed included in the Schedule and assigned to Assignee in accordance with this Assignment.

5. This Assignment may be executed via facsimile in one or more counterparts, any one of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same instrument. Any capitalized terms not defined in this Assignment shall have the meanings ascribed to them in the Purchase Agreement.

6. This Assignment shall be governed by and construed in accordance with the laws of the State of Delaware and is subject to the jurisdiction of the federal and state courts sitting within the State of Delaware.

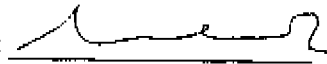
[The next page is the signature page]

IN WITNESS WHEREOF, Assignors and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

Royal & SunAlliance USA, Inc.

Royal & Sun Alliance Insurance Group plc

By: _____

By: 

Print Name: _____

Print Name: GEORGE TOLNER

Title: _____

Title: SECRETARY

Royal Indemnity Company

By: _____

Print Name: _____

Title: _____

Royal Group, Inc.

By: _____

Print Name: _____


Title: _____

Trademark Assignment

TRADEMARK

IN WITNESS WHEREOF, Assignors and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

Royal & SunAlliance USA, Inc.

By: 

Print Name: John Tighe

Title: President

Royal & Sun Alliance Insurance Group plc

By: _____

Print Name: _____

Title: _____

Royal Indemnity Company

By: 

Print Name: John Tighe

Title: President

Royal Group, Inc.

By: 

Print Name: John Tighe



Title: President

Trademark Assignment

TRADEMARK

SCHEDULE

Trademarks

Trademark	Country	Number	Classes	Owner
	USA	75227253	36	Royal & SunAlliance USA, Inc.
Royal & SunAlliance	USA	75227252	36	Royal & SunAlliance USA, Inc.
The names "Royal", "Sun" and "Alliance", to the extent that any common law rights derive therein from the phrase "Royal & SunAlliance" *	N/A	N/A	N/A	
The names "RSA" and "R&SA" *	N/A	N/A	N/A	
Royal First	USA	76204740	36	Royal & SunAlliance USA, Inc.
Royal Flex	USA	76405312	36	Royal & SunAlliance USA, Inc.
	USA	74342608	36	Royal Indemnity Company
Royal Insurance	USA	74675936	36	Royal Group, Inc.
Royalcare	USA	76065980	36	Royal & SunAlliance USA, Inc.

* Assignors make no warranties as to their ownership of any common law trademark rights.

SKADDEN, ARPS, SLATE, MEAGHER & FLOM LLP

FOUR TIMES SQUARE
NEW YORK 10036-6522

TELEPHONE No.: (212) 735-3000

FACSIMILE No.: (212) 735-2000

DIRECT FACSIMILE No.: (917) 777-5107

EMAIL: Sgrenald@skadden.com

FACSIMILE TRANSMITTAL SHEET

PLEASE DELIVER THE FOLLOWING PAGE(S) TO:

NAME: ASSIGNMENT DIVISION

FIRM: U.S. PATENT AND TRADEMARK OFFICE

CITY: ARLINGTON DATE: MARCH 14, 2007

TELEPHONE No.: (571) 272-3350

FACSIMILE No.: (571) 273-0140

FROM: STEPHANIE Y. GRENALD FLR/RM.: 26-304

REFERENCE No.: 060020/12 DIRECT DIAL: (212) 735-5107

TOTAL NUMBER OF PAGES INCLUDING COVER(S):

8

THIS FACSIMILE IS INTENDED ONLY FOR USE OF THE ADDRESSEE(S) NAMED HEREIN AND MAY CONTAIN LEGALLY PRIVILEGED AND/OR CONFIDENTIAL INFORMATION. IF YOU ARE NOT THE INTENDED RECIPIENT OF THIS FACSIMILE, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS FACSIMILE IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS FACSIMILE IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THE ORIGINAL FACSIMILE TO US AT THE ADDRESS ABOVE VIA THE LOCAL POSTAL SERVICE. WE WILL REIMBURSE ANY COSTS YOU INCUR IN NOTIFYING US AND RETURNING THE FACSIMILE TO US.

MESSAGE: TRADEMARKS

THE COMMISSIONER IS HEREBY AUTHORIZED TO CHARGE ANY FEES IN CONNECTION WITH THE ATTACHED RECORDATION REQUEST TO THE SKADDEN, ARPS, DEPOSIT ACCOUNT No. 19-2385 (OUR REF: 060020/12)

KIND REGARDS,

STEPHANIE Y. GRENALD, TRADEMARK LEGAL ASSISTANT

TRADEMARK