

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	11/30/2005

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Citigroup Global Markets Inc.	FORMERLY Salomon Smith Barney Inc.	11/30/2005	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	CAM North America, LLC
Street Address:	100 Light Street
City:	Baltimore
State/Country:	MARYLAND
Postal Code:	21202
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2430541	MULTIPLE DISCIPLINE ACCOUNT
Registration Number:	2459819	YOUR SERIOUS MONEY. PROFESSIONALLY MANAGED.
Registration Number:	2497605	SCHOLARS CHOICE
Registration Number:	2447103	SCHOLARS CHOICE SAVE TODAY. HELP SECURETOMORROW.

CORRESPONDENCE DATA

Fax Number: (410)580-3042
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (410) 580-4042
 Email: tracy.bacigalupo@dlapiper.com
 Correspondent Name: Tracy A. Bacigalupo
 Address Line 1: 6225 Smith Avenue
 Address Line 4: Baltimore, MARYLAND 21209

CH \$115.00 2430541

ATTORNEY DOCKET NUMBER:	LEGG/DOMESTIC TRADEMARK
NAME OF SUBMITTER:	Tracy A. Bacigalupo
Signature:	/tracy bacigalupo/
Date:	03/20/2007
Total Attachments: 5 source=Document#page1.tif source=Document#page2.tif source=Document#page3.tif source=Document#page4.tif source=Document#page5.tif	

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement, dated and effective as of 11:59 p.m. on November 30, 2005 (the "Agreement"), is made by and between Citigroup Global Markets Inc., a New York corporation ("Transferor"), and CAM North America, LLC, a Delaware limited liability company ("Transferee"). All capitalized terms used in this Agreement and not otherwise defined herein shall have the respective meanings ascribed to them in the Transaction Agreement, dated as of June 23, 2005 (as amended, the "Transaction Agreement"), by and between Citigroup Inc. ("Citigroup") and Legg Mason, Inc. ("Legg Mason").

WHEREAS, pursuant to the Transaction Agreement, Citigroup agreed to sell to Legg Mason, and Legg Mason agreed to purchase from Citigroup, the CAM Business;

WHEREAS, in accordance with Exhibit H to the Transaction Agreement, Citigroup is causing the CAM Business to be restructured to facilitate the sale of the CAM Business to Legg Mason by taking a series of actions, including without limitation by entering into this Agreement; and

WHEREAS, pursuant to that certain Omnibus Bill of Sale and Assumption Agreement between Transferor and Transferee dated as of the date hereof (the "Bill of Sale"), Transferor is transferring to Transferee all of Transferor's right, title and interest in, to and under the CAM General Assets (as defined in the Bill of Sale), including Trademarks that are CAM General Assets; and

WHEREAS, Transferee and Transferor desire to confirm the assignment, acceptance and assumption of certain liabilities and obligations with respect to such Trademarks.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement and the Bill of Sale, and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Transfer of Trademarks. Transferor does hereby sell, transfer, assign and deliver to Transferee, to have and to hold, free and clear of all Liens other than Permitted Liens, all of the rights, title and interests in, to and under the Trademarks owned by Transferor that are CAM General Assets including, but not limited to, those Trademarks set forth on Schedule A hereto (collectively, the "Assigned Marks").

2. Assumption of Trademark Liabilities. Transferor hereby assigns to Transferee, and Transferee hereby accepts, assumes and agrees to perform and otherwise pay, satisfy and discharge when due, (a) all of Transferor's liabilities and obligations reflected, accrued or reserved against, or of a category reflected, accrued or reserved against, in the Transferor Balance Sheet that constitute CAM Liabilities, (b) all of Transferor's liabilities and obligations incurred in the ordinary course of business since the date of the Transferor Balance Sheet that (i) would otherwise have been reflected, accrued or reserved against, or of a category reflected, accrued or reserved against, in the Transferor Balance Sheet if the Transfer Balance Sheet had been prepared at the time such liability or obligation arose and (ii) constitute CAM

Liabilities and (c) all other liabilities or obligations known to exist by any employee of Transferor who will become an employee of Transferee or any of its Affiliates following the Closing or by any employee of Transferee that constitute CAM Liabilities, in each case to the extent arising out of or relating to the Assigned Marks. Transferee agrees to reimburse Transferor and its Affiliates for all Losses incurred by any of them resulting from or arising out of the CAM Liabilities to the extent arising out of or relating to the Assigned Marks.

3. No Waiver or Modification. Notwithstanding any other provision of this Agreement, this Agreement shall not amend, alter, modify or limit in any manner the rights and obligations of Citigroup and Legg Mason pursuant to the Transaction Agreement; provided, further, that in the event that there are any conflicts or inconsistencies between the terms and provisions of this Agreement and the Transaction Agreement, the terms and provisions of the Transaction Agreement shall control.

4. Further Assurances, Etc. From time to time at or after the effective time and date of this Agreement, each of the parties to this Agreement shall cooperate to take, or cause to be taken, any actions (including executing and delivering any assignment documents or other instruments of transfer) to give effect to this Agreement. This Agreement is made without representation or warranty except as provided by the Transaction Agreement.

5. Successors and Assigns. This Agreement and all its provisions shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

6. Governing Law; Jurisdiction. This Agreement shall be governed by and construed in accordance with the Requirements of Law of the State of New York applicable to agreements made and to be performed entirely within such State, without regard to the conflict of laws principles of such State.

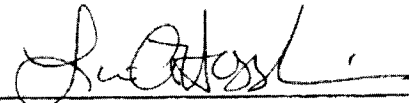
7. Amendments. No amendment to this Agreement shall be effective unless it shall be in writing and signed by each party hereto.

8. Counterparts. This Agreement may be executed by the parties hereto in multiple counterparts that may be delivered by facsimile transmission. Each counterpart when so executed and delivered shall be deemed an original, and all such counterparts taken together shall constitute one and the same instrument..

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, Transferor and Transferee have caused this instrument to be duly executed and delivered as of the date first above written.

CITIGROUP GLOBAL MARKETS INC.

By: 

Name Laurie A. Hesslein

Title: Chief Administrative Officer, Managing Director

CAM NORTH AMERICA, LLC

By: _____

Name

Title:

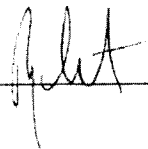
[Trademark Assignment Agreement]

IN WITNESS WHEREOF, Transferor and Transferee have caused this instrument to be duly executed and delivered as of the date first above written.

CITIGROUP GLOBAL MARKETS INC.

By: _____
Name
Title:

CAM NORTH AMERICA, LLC

By:  _____
Name
Title:

[Trademark Assignment Agreement]

Schedule A

MARK	JURISDICTION	REG. NO.	REG. DATE
MULTIPLE DISCIPLINE ACCOUNT	U.S.	2,430,541	FEBRUARY 20, 2001
MDA MULTIPLE DISCIPLINE ACCOUNT	HONG KONG	300387027	MARCH 16, 2005
YOUR SERIOUS MONEY. PROFESSIONALLY MANAGED.	U.S.	2,459,819	JUNE 12, 2001
SCHOLARS CHOICE	U.S.	2,497,605	OCTOBER 16, 2001
SCHOLARS CHOICE SAVE TODAY. HELP SECURE TOMORROW. PLUS DESIGN	U.S.	2,447,103	APRIL 24, 2001
GREENWICH STREET ADVISORS ¹	U.S.	2,231,545	MARCH 16, 1999

¹ Registration will be cancelled in due course.