

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Fleet Credit Card Services, L.P.		07/31/2007	LIMITED PARTNERSHIP: RHODE ISLAND

**RECEIVING PARTY DATA**

<b>Name:</b>	FIA Card Services, National Association
<b>Street Address:</b>	Rodney Square
<b>City:</b>	Wilmington
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19884
<b>Entity Type:</b>	National banking association: UNITED STATES

**PROPERTY NUMBERS Total: 7**

Property Type	Number	Word Mark
Registration Number:	3140800	CASH DIVIDEND
Registration Number:	2792397	EDUCATION REWARDS
Registration Number:	2086329	INTEREST ADVANTAGE
Registration Number:	2626535	MILEEDGE
Registration Number:	2722387	MILES EDGE
Registration Number:	2886868	
Registration Number:	2688874	PLATINUM EDGE

**CORRESPONDENCE DATA**

Fax Number: (336)733-8473  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: (336) 721-3747  
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CH \$190.00 3140800

Address Line 2: Wonble Carlyle Sandridge & Rice, PLLC  
Address Line 4: Winston-Salem, NORTH CAROLINA 27101

ATTORNEY DOCKET NUMBER:	50195
NAME OF SUBMITTER:	Randel S. Springer
Signature:	/Randy Springer/
Date:	08/08/2007

Total Attachments: 2  
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**ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS**

This ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS ("Assignment"), dated as of July 31, 2007, is from FLEET CREDIT CARD SERVICES, L.P., a Rhode Island limited partnership having a principal place of business at 101 Gibraltar Road, Horsham, Pennsylvania 19044 ("Assignor"), to FIA CARD SERVICES, NATIONAL ASSOCIATION, a National Banking Association having a place of business at Rodney Square, Wilmington, Delaware 19884 ("Assignee").

**WITNESSETH:**

WHEREAS, Assignor desires to assign to Assignee all right, title and interest in and to the United States trademark registration identified on Exhibit A attached hereto (the "Trademark"), together with any and all goodwill of the business associated with the Trademark; and

WHEREAS, Assignee desires to acquire the Trademark and all goodwill of the business associated therewith from Assignor; and

WHEREAS, Assignor and Assignee desire to confirm of record the assignment of the Trademark to Assignee;

NOW, THEREFORE, for \$1.00 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns to Assignee all right, title and interest in and to the Trademark, together with (i) the goodwill in the business symbolized by the Trademark and (ii) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of the Trademark.

2. Assignor further agrees without further consideration to cause to be performed such other lawful acts and to be executed such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Trademark and all other rights hereby conveyed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective authorized officers, all as of the day and year first written above.

ASSIGNOR:

ASSIGNEE:

FLEET CREDIT CARD SERVICES, L.P.

FIA CARD SERVICES, NATIONAL ASSOCIATION

By: <u>Christine Costamagna</u>	By: <u>Janet E. Sullivan</u>
Christine Costamagna	Janet E. Sullivan
Its: Secretary of the General Partner, Fleet Credit Card Holdings, Inc.	Its: Vice President

EXHIBIT A

<b>Mark</b>	<b>Reg. No.</b>	<b>Issue Date</b>
CASH DIVIDEND	3,140,800	09-12-2006
EDUCATION REWARDS	2,792,397	05-27-2003
INTEREST ADVANTAGE	2,086,329	08-05-1997
MILESEGE	2,626,535	09-24-2002
MILESEGE & Design	2,722,387	06-03-2003
Miscellaneous Design (FUSION Logo)	2,886,868	09-21-2004
PLATINUM EDGE	2,688,874	02-18-2003