

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Citigroup Inc.		12/03/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Legg Mason Investor Services, LLC		
Street Address:	100 Light Street		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21202		
Entity Type:	LIMITED LIABILITY COMPANY: MARYLAND		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2885127	RETIREMENT REIMAGINED	
CORRESPONDENCE DATA			
Fax Number:	(410)580-3042		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(410)580-4042		
Email:	tracy.bacigalupo@dlapiper.com		
Correspondent Name:	Tracy A. Bacigalupo		
Address Line 1:	DLA Piper US LLP		
Address Line 2:	6225 Smith Avenue		
Address Line 4:	Baltimore, MARYLAND 21209		
ATTORNEY DOCKET NUMBER:	LEGG/INTERNATIONAL TRADEM		
NAME OF SUBMITTER:	Tracy A. Bacigalupo		
Signature:	/tracy bacigalupo/		
Date:	01/15/2008		

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Total Attachments: 3
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TRADEMARK ASSIGNMENT

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THIS TRADEMARK ASSIGNMENT (this "Assignment") is entered into this 3rd day of December, 2007, by and between ~~Citigroup Corporation~~, a Delaware corporation having its principal office at 399 Park Avenue, New York, New York 10043 ("Assignee"), and Legg Mason Investor Services, LLC, a Maryland limited liability company having its principal place of business at 100 Light Street, Baltimore, Maryland 21202 ("Assignor").

WITNESSETH:

WHEREAS, Assignor is the current owner of record of United States trademark Registration No. 2885127 the "Registration") for the trademark RETIREMENT REIMAGINED (the "Mark"); and

WHEREAS, Assignee desires to obtain from Assignor and Assignor desires to transfer, assign and otherwise convey to Assignee any and all of Assignor's rights, title and interest in, to and under the Mark, and the good will associated therewith, including the Registration.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, agree as follows:

1. Assignor does hereby transfer, assign and otherwise convey to Assignee, and Assignee hereby accepts the assignment and transfer of, all of Assignor's right, title and interest in, to and under: (a) the Mark, together with the goodwill associated with and symbolized by the Mark, and all marks consisting of or comprising the Mark, and the Registration, including any renewals and extensions thereof that may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, together with all income, royalties or payments due or payable with respect to the Mark as of the date hereof; and (b) all rights to sue for the infringement of the foregoing rights, including all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, affiliates or other legal representatives.

2. Assignor hereby agrees to perform all acts reasonably necessary and appropriate to vest in Assignee, or to its successors and assigns, the rights hereby transferred including, but not limited to, filing assignment documents in recordable form in each jurisdiction where trademark registrations or applications may be issued or pending, and to promptly execute all papers and to perform such other necessary and appropriate acts as may be reasonably requested by Assignee in order to obtain assignment documents in recordable form and to vest the rights, title and interest hereby transferred.

3. This Assignment shall be governed and construed according to the laws of the State of New York, United States of America, as if it were wholly executed and wholly

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performed within the State of New York without reference to its conflicts of laws provisions, and the trademark laws of the United States of America, as applicable.

4. This Assignment shall inure to the benefit of the successors and assigns of Assignee, and shall be binding upon the successors and assigns of Assignor.

IN WITNESS WHEREOF, the parties have executed this Assignment by their duly authorized representatives, effective as of December 3, 2007.

ASSIGNOR

~~Citigroup Corporation~~ Citigroup Inc. (e)

By:

Eileen Kennedy
Name: Eileen Kennedy
Title: Senior Counsel

STATE OF New York)
) SS.
COUNTY OF New York)

On this 7th day of January, 2008, there appeared before me Eileen Kennedy, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed with full authority to do so.

Yesenia M. Sanchez
Notary Public

YESENIA M. SANCHEZ
Notary Public, State of New York
Registration No. 01SA6109204
Qualified in New York County
Commission Expires April 26, 2008

ASSIGNEE

Legg Mason Investor Services, LLC

By:

Joseph M. Furey
Name: Joseph M. Furey
Title: General Counsel

STATE OF MARYLAND)
) SS.
CITY OF BALTIMORE)

On this 3rd day of December, 2007, there appeared before me Joseph M. Furey, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed with full authority to do so.



Notary Public



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