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
Union Bank of California, N.A.		12/31/2007	national banking association: CALIFORNIA

RECEIVING PARTY DATA

Name:	The Prudential Insurance Company of America
Street Address:	751 Broad Street
City:	Newark
State/Country:	NEW JERSEY
Postal Code:	07102
Entity Type:	CORPORATION: NEW JERSEY

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1722413	SELECTBENEFIT
Registration Number:	2905554	SELECTBENEFIT PLUS

CH $65.00 1722413

CORRESPONDENCE DATA

Fax Number: (973)367-7121
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 973-367-7120
Email: maribel.figueredo@prudential.com
Correspondent Name: Maribel Figueredo, Esq.
Address Line 1: 751 Broad Street
Address Line 2: 22nd floor
Address Line 4: Newark, NEW JERSEY 07102

NAME OF SUBMITTER:	Maribel Figueredo
Signature:	/Maribel Figueredo/
Date:	01/18/2008

Total Attachments: 5
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Execution Version

TRADEMARK AND DOMAIN NAME ASSIGNMENT

This Trademark and Domain Name Assignment (this "Assignment") is made by UNION BANK OF CALIFORNIA, N.A., a national banking association, with its headquarters located at 400 California Street, San Francisco, California 94104 ("Assignor"), in favor of THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, New Jersey corporation with a principal place of business at 751 Broad Street, Newark, New Jersey 07102 ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to, as well as the goodwill associated with, the trademarks, service marks and trade names set forth on Schedule A (the "Marks") and the domain names set forth on Schedule B (the "Domain Names").

WHEREAS, pursuant to that certain Purchase and Assumption Agreement, dated as of November 28, 2007, by and among Assignor, Prudential Retirement Insurance and Annuity Company and Prudential Bank & Trust FSB (as amended, modified or supplemented, the "Purchase Agreement"), Assignor has assigned and agreed to assign to Assignee, all of its right, title and interest in and to the Marks and Domain Names, including, but not limited to, (a) the trademark registrations, and common law interests in and to the Marks, both U.S. and foreign (if any), (b) the goodwill of the Business connected with the use of the Marks and the Domain Names and symbolized thereby, and (c) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto. The assignment of the Marks and the Domain Names includes all rights of action accrued, accruing and to accrue under and by virtue of the Marks and the Domain Names, including all rights in and to all causes of action, either at law or in equity, and the right to sue, counterclaim, and recover for past, present, or future infringement.

WHEREAS, Assignee desires to acquire from Assignor all of Assignor's right, title and interest in and to the Marks and the Domain Names.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

Assignor hereby irrevocably and unconditionally grants, bargains, sells, assigns, transfers, conveys, sets over, confirms and delivers to Assignee all of Assignor's right, title, assigned in and to the Marks and Domain Names.

Assignor hereby authorizes and requests the U.S. Patent and Trademark Office ("USPTO"), and the trademark office or agency of all foreign countries as applicable, to record Assignee as the assignee and owner of any and all of Assignor's rights in and to the Marks and to issue to Assignee any and all trademark registrations and service mark registrations resulting from any relevant trademark applications and service mark applications, or any renewals of said registrations. Assignor agrees to cooperate with Assignee to transfer the Domain Names electronically from Assignor's account to Assignee's account at a Registrar of Assignee's choice within ten (10) Business Days

after the date of this Assignment.

Assignor agrees to execute and deliver at a future date, for no additional consideration, any additional documents that Assignee reasonably determines are required to perfect Assignee's ownership to the Marks and the Domain Names anywhere in the world.

Capitalized terms used herein but not otherwise defined having the meanings set forth in the Purchase Agreement.

Article 11 ("Miscellaneous Provisions") of the Purchase Agreement is hereby incorporated by reference *mutatis mutandi*.

[Signature Page Follows]

TRADEMARK
REEL: 003699 FRAME: 0405

Signed this 31st day of December, 2007.

Assignor:

UNION BANK OF CALIFORNIA, N.A

By: _____
Name: Johannes H. Worsoe
Title: Executive Vice President

Signature Page to Trademark and Domain Name Assignment

SCHEDULE A

Trademark Registrations

MARK	USPTO REG. NO.	REG. DATE
SELECTBENEFIT	1722413	10/06/1996
SELECTBENEFIT PLUS	2905554	11/30/2004

Common Law (Unregistered) Trademarks

SELECTBENEFIT CHOICE
SELECTBENEFIT (STYLIZED VERSION)

SCHEDULE B

Domain Names

selectbenefit.com

selectbenefitdemo.com

1-NY/2253953.1