

**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		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Citigroup Inc.		07/30/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citicorp Holdings, Inc.		
<b>Street Address:</b>	399 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10043		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2186456	FASTFINANCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)492-0562		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2123733562		
<b>Email:</b>	menakaplan@paulweiss.com, hranucci@paulweiss.com		
<b>Correspondent Name:</b>	Menachem Kaplan		
<b>Address Line 1:</b>	1285 Avenue of the Americas		
<b>Address Line 2:</b>	c/o Paul, Weiss, LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10019-6064		
<b>ATTORNEY DOCKET NUMBER:</b>	13004-612		
<b>NAME OF SUBMITTER:</b>	Menachem Kaplan		
<b>Signature:</b>	/Menachem Kaplan/		
<b>Date:</b>	07/30/2008		

CH \$40.00 2186456

Total Attachments: 5

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**CITIGROUP INC./CITICORP HOLDINGS, INC.  
CONTRIBUTION AGREEMENT**

CONTRIBUTION AGREEMENT (this "Agreement"), dated as of July 30, 2008, between Citigroup Inc., a Delaware corporation ("CGI") and Citicorp Holdings, Inc., a Delaware corporation ("CHI").

**R E C I T A L S:**

A. CGI is the registered owner of the assets and liabilities set forth on Schedule A attached hereto (the "Subject Assets and Liabilities").

B. CGI desires to contribute, assign and convey all of its right, title and interest in and to the Subject Assets and Liabilities to CHI and CHI wishes to acquire such right, title and interest in and to the Subject Assets and Liabilities from CGI (the "Contribution").

C. It is intended that the Contribution constitute a transaction described in Section 351(a) of the U.S. Internal Revenue Code of 1986, as amended.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements set forth herein, the parties hereto, intending to be legally bound hereby, agree as follows:

1. Contribution. Effective as of the date hereof, and on the terms and subject to the conditions set forth herein, CGI hereby contributes, assigns and conveys to CHI, all of CGI's right, title and interest in and to the Subject Assets and Liabilities.

2. Acceptance. Effective as of the date hereof, and on the terms and subject to the conditions set forth herein, CHI does hereby accept and assume all of CGI's right, title and interest in and to the Subject Assets and Liabilities and assumes all of CGI's obligations in connection therewith.

3. Instruments of Transfer. CGI shall file, or cause to be filed, with the relevant governmental or other entities, such assignment documents as may be necessary to reflect in the registries of such governmental or other entities the change in ownership of the Subject Assets and Liabilities.

4. Reasonable Best Efforts. From time to time at or after the date of this Agreement, each of the parties shall cooperate and use its reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, all things necessary, proper or advisable under applicable laws to consummate and make effective the transactions contemplated herein, including, but not limited to, executing and delivering, or causing to be executed and delivered, such other documents as may be reasonably necessary to effectuate the transactions contemplated by this Agreement.

5. Successors and Assigns. This Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

6. Governing Law; Jurisdiction. This Agreement shall be governed by, enforced under and construed in accordance with the laws of the State of Delaware, without giving effect to any choice or conflict of law provision or rule thereof that would apply the laws of another jurisdiction.

7. Amendments. This Agreement may be changed, modified or terminated only by an instrument in writing signed by each of the parties hereto.

8. Counterparts. This Agreement may be signed in counterparts and all signed copies of this Agreement will together constitute one original of this Agreement.

[remainder of page left intentionally blank]

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be signed by their respective officers thereunto duly authorized as of the date first written above.

CITIGROUP INC.

By: Tim J. McCourt  
Name: Tim J. McCourt  
Title: ASSISTANT SECRETARY

CITICORP HOLDINGS, INC.

By: \_\_\_\_\_  
Name:  
Title:

[Contribution Agreement CGI—CHI]

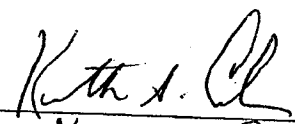
TRADEMARK  
REEL: 003825 FRAME: 0481

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be signed by their respective officers thereunto duly authorized as of the date first written above.

CITIGROUP INC.

By: \_\_\_\_\_  
Name:  
Title:

CITICORP HOLDINGS, INC.

By:   
Name: KENNETH S. COHEN  
Title: VICE PRESIDENT / ASSISTANT  
SECRETARY

[Contribution Agreement CGI—CHI]

**Schedule A**

**Subject Assets and Liabilities**

1. All tax-exempt assets and related liabilities owned by CGI, including those described below:

<b>OWNER</b>	<b>TRADEMARK</b>	<b>Registration No.</b>
Citigroup Inc. 153 East 53rd Street, 25th Floor, New York, New York 10022, United States of America	FASTFINANCE	2186456