

**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>
Citicorp Holdings, Inc.		07/30/2008	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Citibank N.A.		
<b>Street Address:</b>	1 Court Square		
<b>Internal Address:</b>	48th Floor		
<b>City:</b>	Long Island City		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11120		
<b>Entity Type:</b>	National Association: UNITED STATES		
<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/		

CH \$40.00 2186456

Date:

07/30/2008

**Total Attachments: 5**

source=CITI 2c#page1.tif

source=CITI 2c#page2.tif

source=CITI 2c#page3.tif

source=CITI 2c#page4.tif

source=CITI 2c#page5.tif

**CITICORP HOLDINGS, INC./CITIBANK N.A.  
CONTRIBUTION AGREEMENT**

CONTRIBUTION AGREEMENT (this "Agreement"), dated as of July 30, 2008, between Citicorp Holdings, Inc., a Delaware corporation ("CHI") and Citibank N.A., a national association organized under the laws of the United States of America ("CNA").

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

A. CHI has received a contribution, from Citigroup Inc., a Delaware corporation, consisting of the assets and liabilities set forth on Schedule A attached hereto (the "Subject Assets and Liabilities").

B. CHI desires to contribute, assign and convey all of its right, title and interest in and to the Subject Assets and Liabilities to CNA and CNA wishes to acquire such right, title and interest in and to the Subject Assets and Liabilities from CHI (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, CHI hereby contributes, assigns and conveys to CNA, all of CHI'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, CNA does hereby accept and assume all of CHI's right, title and interest in and to the Subject Assets and Liabilities and assumes all of CHI's obligations in connection therewith.

3. Instruments of Transfer. CHI 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.

CITICORP HOLDINGS, INC.

By: Kenneth S. Cotten  
Name: KENNETH S. COTTEN  
Title: VICE PRESIDENT / ASSISTANT SECRETARY

CITIBANK N.A.

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

[Contribution Agreement CHI—CNA]


TRADEMARK  
REEL: 003825 FRAME: 0740

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.

CITICORP HOLDINGS, INC.

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

CITIBANK N.A.

By:   
Name: LUIS MATUTE  
Title: VP

[Contribution Agreement CHI—CNA]

**Schedule A**

**Subject Assets and Liabilities**

<b>OWNER</b>	<b>TRADEMARK</b>	<b>Registration No.</b>
Citicorp Holdings, Inc. 399 Park Avenue, New York, New York 10043, United States of America	FASTFINANCE	2186456