

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
Citibank N.A.		07/30/2008	National Association: UNITED STATES
RECEIVING PARTY DATA			
Name:	Citicorp Vendor Finance, Inc.		
Street Address:	1 International Blvd.		
City:	Mahwah		
State/Country:	NEW JERSEY		
Postal Code:	07430		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2186456	FASTFINANCE	
CORRESPONDENCE DATA			
Fax Number:	(212)492-0562		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2123733562		
Email:	menakaplan@paulweiss.com, hranucci@paulweiss.com		
Correspondent Name:	Menachem Kaplan		
Address Line 1:	1285 Avenue of the Americas		
Address Line 2:	c/o Paul, Weiss, LLP		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	13004-612		
NAME OF SUBMITTER:	Menachem Kaplan		
Signature:	/Menachem Kaplan/		

CH \$40.00 2186456

Date:

07/30/2008

Total Attachments: 5

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**CITIBANK N.A./CITICORP VENDOR FINANCE, INC.
CONTRIBUTION AGREEMENT**

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

R E C I T A L S:

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

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

3. Instruments of Transfer. CNA 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.

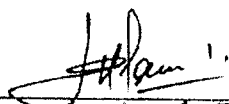
7. Amendments. This Agreement may be changed, modified or terminated only by an instrument in writing signed by each of the parties hereto.

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.

CITIBANK N.A.

By: 
Name: LUIS MATUTE
Title: VP

CITICORP VENDOR FINANCE, INC.

By: _____
Name:
Title:

[Contribution Agreement CNA—CVF]

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.

CITIBANK N.A.

By: _____
Name:
Title:

CITICORP VENDOR FINANCE, INC.

By: 
Name:
Title:

[Contribution Agreement CNA—CVF]

TRADEMARK
REEL: 003825 FRAME: 0761

Schedule A

Subject Assets and Liabilities

OWNER	TRADEMARK	Registration No.
Citibank N.A. 1 Court Square, 48th Floor, Long Island City, New York 11120, United States of America	FASTFINANCE	2186456