

**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>
General Electric Company		03/28/2008	COMPANY: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	American Express Marketing & Development Corp.		
<b>Street Address:</b>	200 Vesey Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10285		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	77363163	PAYSPHERE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)640-9247		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-640-1027		
<b>Email:</b>	trademarks@aexp.com		
<b>Correspondent Name:</b>	Kerry Farrell		
<b>Address Line 1:</b>	200 Vesey Street		
<b>Address Line 2:</b>	Mail Stop NY-01-49-12		
<b>Address Line 4:</b>	New York, NEW YORK 10285		
<b>ATTORNEY DOCKET NUMBER:</b>	045-080-778		
<b>NAME OF SUBMITTER:</b>	Dianne K. Cahill		
<b>Signature:</b>	/dianne k. cahill/		
<b>Date:</b>	09/15/2008		

OP \$40.00 77363163

Total Attachments: 3

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**ASSIGNMENT OF TRADEMARKS**

**THIS ASSIGNMENT OF TRADEMARKS** ("Assignment"), effective as of the 28<sup>th</sup> day of March, 2008 ("Effective Date"), is from GENERAL ELECTRIC COMPANY, a New York corporation having a principal place of business at 3135 Easton Turnpike, Fairfield Connecticut 06828 ("Assignor"), to AMERICAN EXPRESS MARKETING & DEVELOPMENT CORP., a Delaware corporation, having its principal offices at 200 Vesey Street, New York, New York 10285 ("Assignee").

WHEREAS, Assignor is an Affiliate of GENERAL ELECTRIC CAPITAL CORPORATION and GE CAPITAL FINANCIAL, INC., who previously entered into a Asset Purchase Agreement with AMERICAN EXPRESS TRAVEL RELATED SERVICES COMPANY, INC. and AMERICAN EXPRESS BANK, FSB, Affiliates of Assignee, dated March 26, 2008 ("APA");

WHEREAS, Assignor is the owner of the trademarks, trademark applications and/or trademark registrations listed in the attached Schedule A (the "Trademarks"); and

WHEREAS, Pursuant to the APA Assignee desires to acquire the Trademarks, and the goodwill of the business with which the Trademarks are used and which is symbolized by the Trademarks, and Assignor desires to assign its rights in the Trademarks and such goodwill to Assignee.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to it, receipt of which is hereby acknowledged, Assignor hereby assigns to Assignee all of Assignor's right, title and interest, whether statutory or common law rights, in and to the Trademarks throughout the world, together with the goodwill of the business symbolized by the Trademarks, and all of Assignor's rights therein, including all rights to bring all claims, demands and causes for action, both at law and in equity, for any infringement of the Trademarks occurring prior to or after the date hereof, and all remedies with respect thereto, and rights to collect any damage awards, proceeds, or royalties with respect thereto.

Upon reasonable request by Assignee, Assignor will execute additional documents and take other action as may be necessary or desirable to record or memorialize the assignments of the Trademarks set forth herein, and to vest in Assignee such right, title, and interest in and to the Trademarks as granted to Assignee.

The parties hereby agree this Assignment shall be governed by and construed in accordance with the laws of the State of New York without giving effect to the principles of conflicts of law thereof.

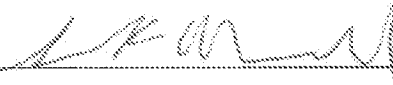
This Assignment shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns, and may be executed in two or more counterparts, each of which shall be deemed an original, and it shall not be necessary in making proof of this Assignment to produce or account for more than one set of counterparts signed by all of the parties.

No waiver, modification or change of any of the provisions of this Assignment shall be valid unless in writing and signed by the party against whom such claimed waiver, modification or change is sought to be enforced.

IN WITNESS WHEREOF, the undersigned, being duly authorized and acting on behalf of Assignor and Assignee hereby execute this Assignment to take effect on the Effective Date.

**ASSIGNOR:**

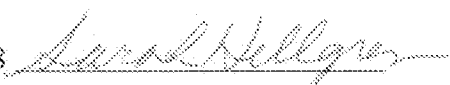
GENERAL ELECTRIC COMPANY

BY: 

NAME: Sean Merrill

TITLE: Trademark Counsel

DATE: August 12, 2008

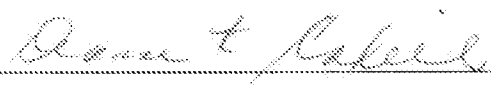
Subscribed and sworn to before me, this 12th day of August 2008 

SARAH HELLGREN  
NOTARY PUBLIC  
State of Connecticut  
My Commission Expires  
April 30, 2013

Executed and accepted by:

**ASSIGNEE:**

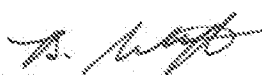
AMERICAN EXPRESS MARKETING &  
DEVELOPMENT CORP.

BY: 

NAME: D. Anne K. Cahill

TITLE: Ass. Secretary

DATE: 14 Aug 2008

  
BARBARA SCHIFF  
Notary Public State of New York  
No. 015166063024  
Qualified in Hudson County  
Commission Expires 08/20/2009

[Notary]

SCHEDULE A

Owner	Trademark	Country	Application Number
General Electric Company	PAYSHERE	United States	77/363163