

**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>
Alliance & Leicester plc		05/26/2010	COMPANY: UNITED KINGDOM
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Santander UK plc		
<b>Street Address:</b>	2 Triton Square, Regent's Place		
<b>City:</b>	London		
<b>State/Country:</b>	UNITED KINGDOM		
<b>Postal Code:</b>	NW1 3AN		
<b>Entity Type:</b>	COMPANY: UNITED KINGDOM		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1883915	ALLIANCE+LEICESTER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(703)413-2220		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	703-413-3000		
<b>Email:</b>	tmdocket@oblon.com		
<b>Correspondent Name:</b>	Jordan S. Weinstein, Esquire		
<b>Address Line 1:</b>	1940 Duke Street		
<b>Address Line 4:</b>	Alexandria, VIRGINIA 22314		
<b>ATTORNEY DOCKET NUMBER:</b>	248934US56		
<b>DOMESTIC REPRESENTATIVE</b>			
<b>Name:</b>			
<b>Address Line 1:</b>			
<b>Address Line 2:</b>			
<b>Address Line 3:</b>			

OP \$40.00 1883915

**900165410**

**TRADEMARK  
 REEL: 004230 FRAME: 0242**

Address Line 4:

NAME OF SUBMITTER:

Jordan S. Weinstein

Signature:

/jsw/

Date:

06/23/2010

Total Attachments: 2

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## ASSIGNMENT

THIS ASSIGNMENT is made as of the 26<sup>th</sup> day of May Two thousand and Ten

BETWEEN Alliance & Leicester plc a British Company of Carlton Park, Narborough, Leicestershire, LE19 0AL (hereinafter called "the Assignor") of the one part;

AND Santander UK plc a British Company of 2 Triton Square, Regent's Place, London NW1 3AN (hereinafter called "the Assignee") of the other part

### WHEREAS

1. The Assignor is the Proprietor of the USA trade mark referred to in the Schedule hereto (hereinafter referred to as "the trade mark").
2. It has been agreed between the parties that the Assignor shall assign the trade mark to the Assignee.

### NOW IT IS HEREBY AGREED AS FOLLOWS:

3.1 In pursuance of the said Agreement and in consideration of the sum of £1 now paid to the Assignor by the Assignee (the receipt of which is hereby acknowledged) the Assignor, with full title guarantee, hereby assigns unto the Assignee all property, right, title and interest in the trade mark together with the entire goodwill of the business concerned in the goods for which the trade mark is registered TO HOLD the same unto the Assignee absolutely.

3.2 This assignment includes the right of the Assignee to bring action and claim relief in respect of any infringement of the said trade mark which occurred prior to the date of this assignment.

### US Trade Mark Schedule

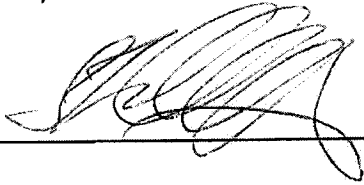
Mark	Registration No.	Class
Alliance + Leicester	1883915	36

IN WITNESS WHEREOF the parties hereto have executed this agreement with effect from the day and year first abovementioned.

FOR AND ON BEHALF OF:

Alliance & Leicester plc  
(Assignor)

By:



Full name:

SCOTT LINSLEY

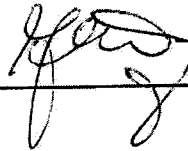
Position held:

ASSISTANT COMPANY  
SECRETARY

FOR AND ON BEHALF OF:

Santander UK plc  
(Assignee)

By:



Full Name: JOANNA DAY

Position held: HEAD OF RETAIL LEGAL