

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

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|-----------------------------------------------------------------------------------------------------------------------|----------------------------------------------|-------------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Citigroup Inc. | | 12/31/2010 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | The Student Loan Corporation | | |
| Street Address: | c/o 2500 Lake Cook Road | | |
| City: | Riverwoods | | |
| State/Country: | ILLINOIS | | |
| Postal Code: | 60015 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3066742 | ENDEAVOR EDUCATION LOAN | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (212)575-0671 | | |
| Phone: | 212.790.9200 | | |
| Email: | trademark@ccl.com | | |
| <i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i> | | | |
| Correspondent Name: | Deborah K. Squiers | | |
| Address Line 1: | 1133 Avenue of the Americas | | |
| Address Line 2: | Cowan, Liebowitz & Latman, P.C. | | |
| Address Line 4: | New York, NEW YORK 10036-6799 | | |
| ATTORNEY DOCKET NUMBER: | 26033-142 DKS/FM | | |
| NAME OF SUBMITTER: | Deborah K. Squiers | | |
| Signature: | /Deborah K. Squiers/ | | |

Date:

03/07/2012

Total Attachments: 5

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EXECUTION VERSION

TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement, dated and effective as of December 31, 2010 (this "Agreement"), is made by and between Citigroup Inc., a Delaware corporation ("Assignor") and The Student Loan Corporation, a Delaware corporation ("Assignee").

WHEREAS, Citibank, N.A., a national banking association ("Citibank"), Assignee and Discover Bank, a Delaware banking corporation, are parties to a certain Separation Agreement dated as of September 17, 2010 (as amended, the "Separation Agreement"), pursuant to which, inter alia, Citibank agreed that it or one of its Affiliates (as defined pursuant to the Separation Agreement) would transfer certain trademarks to Assignee as described in the Separation Agreement;

WHEREAS, Assignor owns the trademark listed on Exhibit A attached hereto (the "Trademark"); and

WHEREAS, Assignor desires to transfer to Assignee, and Assignee desires to acquire, all of Assignor's right, title and interest in, to and under the Trademark.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises set forth in this Agreement and for other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignment of the Trademark. Assignor does hereby sell, assign, transfer, convey and deliver to Assignee all of Assignor's right, title and interest in, to and under the Trademark, including the goodwill symbolized thereby and the right to sue for past infringement thereof.

2. Successors and Assigns. This Agreement and all its provisions shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors and assigns.

3. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

4. Consent; Further Assurances. Assignor consents to the recordation of this Agreement with the United States Commissioner of Patents and Trademarks. Each party agrees to execute and deliver promptly such other documents and to take promptly all such other actions as the other party may reasonably request to effect the terms of this Agreement.

5. Governing Law. This Agreement shall be governed by and construed in accordance with the requirements of law of the State of Delaware applicable to agreements made and to be performed entirely within such State, without regard to the conflict of laws principles of such State.

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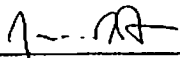
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IN WITNESS WHEREOF, Assignor has caused this instrument to be duly executed and delivered as of the date first above written.

CITIGROUP INC.

By: 
Name: James von Molke
Title: Authorized Individual

[Signature Page to Trademark Assignment Agreement]

THE STUDENT LOAN CORPORATION

By: *M. J. Reardon*
Name: Michael J. Reardon
Title: President and CEO

{Signature Page to Trademark Assignment Agreement}

EXHIBIT A
TRADEMARK

| Mark | Reg. No. | Reg. Date | Record Owner | Status |
|----------------------------|----------|-----------|------------------------------------|------------|
| ENDEAVOR EDUCATION LOAN | 3066742 | 3/7/2006 | Citigroup Inc. (Delaware corp.) | Registered |

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