

## TRADEMARK ASSIGNMENT

Electronic 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
ING Direct Bancorp		04/07/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	ING Groep N.V.		
Street Address:	Amstelveenseweg 500		
City:	AMSTERDAM		
State/Country:	NETHERLANDS		
Postal Code:	NL-1081 KL		
Entity Type:	naamloze vennootschap: NETHERLANDS		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2642173	ING DIRECT KIDS FOUNDATION	
Registration Number:	3994318	ING DIRECT CAFÉ CRUISER	
CORRESPONDENCE DATA			
Fax Number:	2122919174		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Phone:	212 558 7250		
Email:	millerse@sullcrom.com, nguyenb@sullcrom.com		
Correspondent Name:	Stephen E. Miller		
Address Line 1:	125 Broad Street		
Address Line 2:	Sullivan & Cromwell LLP		
Address Line 4:	New York, NEW YORK 10004-2498		
ATTORNEY DOCKET NUMBER:	010910/00185 (SEM)		
DOMESTIC REPRESENTATIVE			
Name:			

OP \$65.00 2642173

Address Line 1:  
Address Line 2:  
Address Line 3:  
Address Line 4:

NAME OF SUBMITTER:	Stephen E. Miller
Signature:	/Stephen E. Miller/
Date:	05/02/2012

Total Attachments: 3  
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**TRADEMARK ASSIGNMENT AGREEMENT**

This TRADEMARK ASSIGNMENT AGREEMENT (this "Assignment"), effective as of April 7, 2012 (the "Effective Date") is made between ING Direct Bancorp, a corporation incorporated under the laws of Delaware (the "Assignor") and ING Groep N.V., a naamloze vennootschap formed under the laws of The Netherlands (the "Assignee") (each a "Party" and, collectively, the "Parties").

WHEREAS, the Assignor has certain rights in the trademarks, trademark registrations and trademark applications set forth on Annex A hereto (the "Transferred Trademarks");

WHEREAS, the Assignor desires to assign and transfer to the Assignee all of its right, title and interest in and to the Transferred Trademarks; and

WHEREAS, the Assignee desires to accept from the Assignor the assignment and transfer of all of such Assignor's right, title and interest in and to the Transferred Trademarks.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, each intending to be legally bound, hereby agree as follows:

Assignment. The Assignor hereby assigns and transfers to the Assignee, and the Assignee hereby accepts the transfer and assignment of, any and all of the Assignor's right, title and interest in and to the Transferred Trademarks including, without limitation the following: (i) all goodwill associated therewith and symbolized thereby, (ii) all common law rights embodied therein, (iii) the applications, registrations therefor and any renewals thereof and (iv) the exclusive right to sue for all past, present and future claims, counterclaims, credits, causes of actions, choses in action, rights of recovery and rights of setoff under such right against any person, together with (to the extent applicable) the right to sue for infringement, misappropriation, unauthorized use or other violation thereof, and the right to collect any resulting damages, lost profits, legal fees and costs, including from acts that may have occurred prior to, on, or after the Effective Date. Assignor requests that the United States Commissioner of Patents and Trademarks record Assignee as the assignee and owner of the Transferred Trademarks.

Further Assurances. The parties shall execute all papers and perform such other acts as may be reasonably necessary to give Assignee the full benefit of this Assignment.

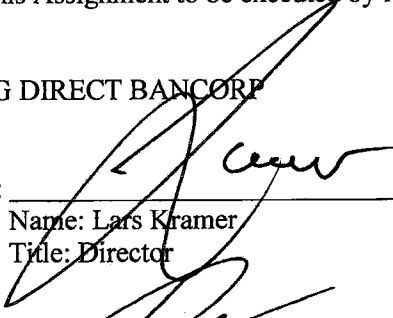
Governing Law. Except to the extent preempted by United States federal law, this Agreement shall be governed by, and interpreted in accordance with, the laws of the State of New York applicable to contracts made and to be performed entirely within such state, without regard to the conflicts of law principles thereof to the extent that such principles would apply the law of another jurisdiction.


Counterparts. This Assignment may be executed in two or more counterparts which may be delivered by means of facsimile or email, each of which shall be deemed to constitute an original, but all of which together shall be deemed to constitute one and the same instrument.

[Signature Page Follows]

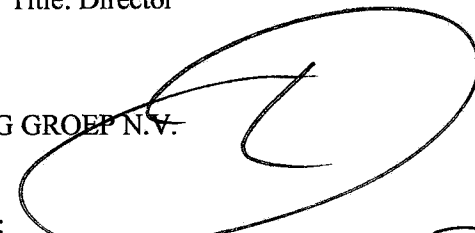
IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

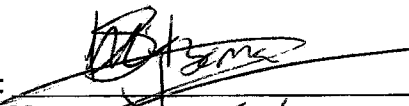
ING DIRECT BANCORP

By:   
Name: Lars Kramer  
Title: Director

By:   
Name: Bernard Kuiper  
Title: Director

ING GROEP N.V.

By:   
Name: W. A. BROUWER  
Title

By:   
Name: M. Sijtsma  
Title: Senior Legal Counsel.

**ANNEX A**

**Transferred Trademarks**

**I. United States Trademarks**

**A. Registered Trademarks**

<b>Record Owner</b>	<b>Mark</b>	<b>Registration No.</b>	<b>Registration Date</b>
ING Direct Bancorp	ING DIRECT KIDS FOUNDATION	2642173	October 29, 2002
ING Direct Bancorp	ING DIRECT CAFÉ CRUISER	3994318	July 12, 2011