

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
CNA Financial Corporation		07/30/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Union Bank of California, N.A.
Street Address:	2000 University Avenue
City:	East Palo Alto
State/Country:	CALIFORNIA
Postal Code:	94303
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 7		
Property Type	Number	Word Mark
Serial Number:	76448853	401KELITE
Serial Number:	76448807	403BELITE
Serial Number:	78278258	401KONDEMAND
Registration Number:	2796395	PLANSTAT
Registration Number:	2806335	457ELITE
Registration Number:	2799538	457CUSTOM
Registration Number:	2826730	403BCUSTOM

CORRESPONDENCE DATA	
Fax Number:	(415)268-7522
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	415 268 7037
Email:	rlal@mof.com
Correspondent Name:	Douglas L. Hendricks
Address Line 1:	Morrison & Foerster LLP, 425 Market St.
Address Line 4:	San Francisco, CALIFORNIA 94105-2482

ATTORNEY DOCKET NUMBER:	6480-94
-------------------------	---------

CH \$190.00 76448853

NAME OF SUBMITTER:

Douglas L. Hendricks/ Marjorie Wadsworth

Total Attachments: 3

source=6480-94 Trademark assignment doc#page1.tif

source=6480-94 Trademark assignment doc#page2.tif

source=6480-94 Trademark assignment doc#page3.tif

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made on the 30th day of July, 2004 by and between CNA Financial Corporation, a Delaware corporation ("Assignor"), and Union Bank of California, N.A., a national banking association ("Assignee").

WHEREAS, CNA Trust Corporation, a wholly owned subsidiary of Assignor, and Assignee have entered into a Purchase and Assumption Agreement, dated as of May 14, 2004 (the "Purchase Agreement"), pursuant to which, among other things, and subject to the terms and conditions set forth therein, Assignor is required to transfer to Assignee all of Assignor's right, title and interest in and to the U.S. trademark registrations and applications as specifically set forth in Schedule A attached hereto (collectively, the "Trademarks"), and the goodwill associated with the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective as of August 1, 2004 at 12:01 a.m. Pacific Coast time, Assignor does hereby sell, assign, convey, transfer and deliver to Assignee all of Assignor's right, title and interest in and to the Trademarks together with the goodwill associated with the Trademarks (including, without limitation, all proceeds thereof, all rights of action and recovery for past, present and future infringements thereof and all rights to secure renewals and extensions thereof), the same to be held and enjoyed by Assignee, for its own use and on behalf of its successors and permitted assigns, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale, assignment, conveyance, transfer and delivery not been made.

Assignor further agrees to perform such other lawful acts and to execute such further assignments and other lawful documents as Assignee may from time to time reasonably request to effect fully this Assignment and to permit Assignee to be duly recorded as the registered owner of the Trademarks in the U.S. Patent and Trademark Office.

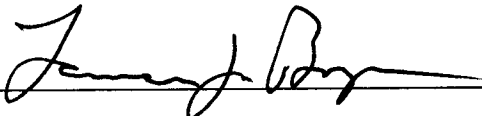
This Assignment is being executed and delivered pursuant and subject to the Purchase Agreement. Nothing in this Assignment shall, or shall be deemed to, defeat, limit, alter, impair, enhance or enlarge any right, obligation, claim or remedy created by the Purchase Agreement. In the event of any conflict between this Assignment and the Purchase Agreement, the Purchase Agreement shall control. EXCEPT TO THE EXTENT OF THE EXPRESS REPRESENTATIONS AND WARRANTIES CONTAINED IN ARTICLE III OF THE PURCHASE AGREEMENT, ASSIGNOR IS TRANSFERRING THE TRADEMARKS ON AN "AS IS, WHERE IS" BASIS, AND DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS AND GUARANTIES, WHETHER EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

This Assignment may be executed in counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.


(Signature Page Follows)

In witness of this Assignment, authorized representatives of Assignor and Assignee have executed this Assignment on the date first above written.

CNA FINANCIAL CORPORATION
Assignor

By: 
Name: **Lawrence J. Boysen**
Senior Vice President & Corporate Controller
Title: _____

UNION BANK OF CALIFORNIA, N.A.
Assignee

By: 
Name: PIETER WESTERBEEK
Title: EXECUTIVE VICE PRESIDENT

SCHEDULE A

Registered Trademarks and Applications

<u>Mark</u>	<u>Serial Number</u>	<u>Registration Date</u>
PLANSTAT	78166732	12/16/2003
457ELITE	76448849	01/20/2004
457CUSTOM	78166245	12/23/2003
403BCUSTOM	78166251	03/23/2004
401KELITE	76448853	Pending
403BELITE	76448807	Pending
401KONDEMAND	78278258	Pending