

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Primus Group Holdings, LLC		10/07/2004	Limited Liability Company: DELAWARE

RECEIVING PARTY DATA	
Name:	Primus Asset Management, Inc.
Street Address:	360 Madison Avenue
Internal Address:	23rd Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Serial Number:	75754491	PRIMUS BANK
Serial Number:	75826522	PRIMUS FINANCIAL PRODUCTS
Serial Number:	76348132	PRIMUS GUARANTY
Serial Number:	76508752	PRIMUS RE

CORRESPONDENCE DATA	
Fax Number:	(212)309-6001
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	212-309-7038
Email:	trademarks@morganlewis.com
Correspondent Name:	Matthew J. Scott
Address Line 1:	1111 Pennsylvania Ave., NW
Address Line 2:	Attn.: TMSU
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	52014-0003
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**CH \$115.00 75754491**

NAME OF SUBMITTER:

Margaret A. Delacruz

Total Attachments: 2

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (the "Assignment"), is made this 7<sup>th</sup> day of October, 2004, by and between Primus Group Holdings, LLC, a Delaware limited liability company ("Assignor") and Primus Asset Management, Inc., a Delaware corporation ("Assignee").

**WHEREAS**, the Assignor is the owner of trademarks, trademark applications and registrations therefor, including, but not limited to, those listed on the attached Exhibit A, together with the goodwill appurtenant thereto (the "Marks") and Assignor desires to assign all right, title and interest in and to the Marks to Assignor; and

**WHEREAS**, Assignee is the successor to the business of the Applicant to which the Marks pertain and such business is ongoing and existing and Assignee desires to receive all right, title and interest in and to the Marks.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Assignor hereby assigns to Assignee all right, title and interest, free and clear of all liens, pledges, security interests, charges, claims, restrictions, encumbrances and liabilities of any nature whatsoever, in and to the Marks, including the right to sue for and receive all damages from past infringements of the Marks, the same to be held and enjoyed by Assignee, its successors, assigns and other legal representatives.

**IN WITNESS WHEREOF**, the Assignor has duly executed this Trademark Assignment as of the date first above written.

**PRIMUS GROUP HOLDINGS, LLC**

By: \_\_\_\_\_  
Name: Zachary Swann  
Title: General Counsel

**ACCEPTED AND ACKNOWLEDGED:**

**PRIMUS ASSET MANAGEMENT, INC.**

By: Richard Claiden  
Name: RICHARD CLAUDEN  
Title: CFO, TREASURER

**Exhibit A**

<b><u>MARK</u></b>	<b><u>APP./SER./REG. NO.</u></b>	<b><u>COUNTRY</u></b>
PRIMUS GUARANTY	App. No. 34405	Bermuda
PRIMUS RE	App. No. 40566	Bermuda
PRIMUS GUARANTY	App. No. 2733533	European Community
PRIMUS BANK	Ser. No. 75/754491	U.S.
PRIMUS FINANCIAL PRODUCTS	Ser. No. 75/826522	U.S.
PRIMUS GUARANTY	Ser. No. 76/348132	U.S.
PRIMUS RE	Ser. No. 76/508752	U.S.
PRIMUS GUARANTY	Reg. No. 2302641	United Kingdom
PRIMUS RE	App. No. 2346749	United Kingdom