# 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
UBS Capital Markets LP		107/13/2005 1	LIMITED PARTNERSHIP: NEW JERSEY

## **RECEIVING PARTY DATA**

Name:	Charles Schwab & Co., Inc.	
Street Address:	101 Montgomery Street	
City:	San Francisco	
State/Country:	CALIFORNIA	
Postal Code:	94104	
Entity Type:	CORPORATION: CALIFORNIA	

# PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2561800	ESCHB

#### **CORRESPONDENCE DATA**

Fax Number: (415)636-5236

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: ergosse@townsend.com, ellen.boesner@schwab.com

Correspondent Name: Ellen Boesner

Address Line 1: 101 Montgomery Street

Address Line 4: San Francisco, CALIFORNIA 94104

NAME OF SUBMITTER:	Elizabeth R. Gosse
Signature:	/Elizabeth R. Gosse/
Date:	08/16/2005

Total Attachments: 1

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TRADEMARK REEL: 003141 FRAME: 0778

#### TRADEMARK ASSIGNMENT

This ASSIGNMENT is made on the date set opposite the signature hereinbelow. The assignment made by this instrument is from UBS Capital Markets L.P., a New Jersey limited partnership with a principal place of business at 111 Pavonia Avenue East, Jersey City, New Jersey 07310, (hereinafter "Assignor"), to Charles Schwab & Co., Inc., a California corporation with a principal place of business at 101 Montgomery Street, San Francisco, California 94104 (hereinafter "Assignee").

WHEREAS, Assignor is the owner of the ESCHB mark (including trademarks, service marks, collective trademarks, collective service marks, collective membership marks, cortification marks, trade names, assumed names, slogans, logos and trade dress - collectively, "the Marks"), and applications and registrations therefor, including but not limited to U.S. Registration No. 2,561,800;

WHEREAS, Assignor warrants that it has not licensed any rights to the Marks to any third party; and,

WHEREAS, Assignor desires to assign to Assignee All Rights in the Marks (us defined hereinabove);

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor do hereby sell, assign, set over and transfer to Assignee All Rights in the Marks (as defined hereinabove). This assignment of all claims for damages by reason of past infringement(s) of the Marks, includes the right of Assignee to sue for and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns and other legal representatives. These assigned rights shall be held and enjoyed by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, at common law and/or to the end of the term or terms of which registrations pertaining to the Marks may be granted, or renewed, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made.

Assignor agrees to offer reasonable assistance to execute documents necessary to effectuate and maintain registrations pertaining to the Marks, now and in the future.

Assignor represents that it has the authority to execute this Assignment and to carry out all obligations imposed hereunder. The undersigned have read, understand, and agree to the terms of this Assignment.

UBS CAPTIAL MARKETS LP ASSIGNOR

Dated: Takky 12

Ву

2005

Name:

Title:

Associate Director and

Assistant Secretary UBS Americas Inc.

as General Partner of UBS Capital Markets L.P.

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RECORDED: 08/16/2005

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