

## 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
Bank of America Corporation		01/27/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	FIA Card Services, National Association		
Street Address:	Rodney Square		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19884		
Entity Type:	National banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3405529	OWNERSHIP REWARDS	
CORRESPONDENCE DATA			
Fax Number:	(336)733-8473		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(336) 721-3747		
Email:	trademarkswinston@wcsr.com		
Correspondent Name:	Randel S. Springer		
Address Line 1:	Womble Carlyle Sandridge & Rice, PLLC		
Address Line 2:	One West Fourth Street		
Address Line 4:	Winston-Salem, NORTH CAROLINA 27101		
ATTORNEY DOCKET NUMBER:	50195.0585.7		
NAME OF SUBMITTER:	Randel S. Springer		
Signature:	/Randy Springer/		
Date:	01/27/2009		

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**Total Attachments: 3**

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### ASSIGNMENT OF TRADEMARK

This ASSIGNMENT OF TRADEMARK ("Assignment"), dated as of Jan. 27, 2009, is from BANK OF AMERICA CORPORATION, a corporation organized under the laws of the State of Delaware and having a principal place of business at 100 North Tryon Street, Charlotte, North Carolina 28255 ("Assignor"), to FIA CARD SERVICES, NATIONAL ASSOCIATION, a national banking association organized under the laws of the United States and having a place of business at Rodney Square, Wilmington, Delaware 19884 ("Assignee").

#### WITNESSETH:

*WHEREAS*, Assignor is the owner of, and desires to assign to Assignee, all right, title and interest in and to: (i) the trademark registration in the United States for the mark in the attached Schedule A, (ii) any and all trademark, service mark and intellectual property rights, including rights of priority, in said mark, (i) and (ii) collectively the "Trademark") and (iii) any and all goodwill of the business associated with the Trademark;

*WHEREAS*, Assignee, is successor to the business of Assignor, or that portion of the ongoing and existing business to which the Trademark pertains and desires to acquire the Trademark and any and all goodwill of the business associated therewith from Assignor, subject to the terms and conditions of this assignment; and

*WHEREAS*, Assignor and Assignee desire to confirm of record the assignment of the Trademark and goodwill to Assignee;

*NOW, THEREFORE*, in consideration of the foregoing recitals, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, transfers and conveys to Assignee the entire right, title and interest in and to (i) the Trademark, and (ii) the goodwill of the business symbolized by the Trademark, and (iii) all causes of action, claims and demands and other rights for, or arising from, any infringement, including past infringements, of any of the rights granted by this Assignment, including all claims for injunctive or declaratory relief, restitution, damages (including any statutory, enhanced or punitive damages), profits, costs (including attorneys' fees) and for other monetary award, with the right to sue for and collect the same in any court of competent jurisdiction, for Assignee's sole benefit.

2. Assignor further agrees, without further consideration, to cause to be performed such other lawful acts and to be executed 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 Trademark, the Trademark registration and application thereof, and all other rights hereby conveyed.

3. The expression "the Assignor" and "the Assignee" shall where the context so admits include their respective legal successors, representative, and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed by their respective authorized officers, all as of the day and year first written above.

ASSIGNOR:

ASSIGNEE:

BANK OF AMERICA CORPORATION

FIA CARD SERVICES, NATIONAL  
ASSOCIATION

By: Janet E. Sullivan  
Janet E. Sullivan

By: Janet E. Sullivan  
Janet E. Sullivan

Its: Vice President

Its: Vice President

**EXHIBIT A****Registration**

<b>Mark</b>	<b>Reg. No.</b>	<b>Issued</b>
OWNERSHIP REWARDS	3,405,529	April 1, 2008

WCSR 4017265v1

RECORDED: 01/27/2009

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