

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):
JPMorgan Chase Bank, National
1111 Polaris Parkway Association
Columbus, OH 43271

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

Citizenship (see guidelines) National
Execution Date(s) December 1, 2004
Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

2. Name and address of receiving party(ies) Yes
Additional names, addresses, or citizenship attached? No

Name: JPMorgan Chase & Co.
Internal
Address:
Street Address: 270 Park Avenue
City: New York
State: NY
Country: U.S.A. Zip: 10017

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship Delaware
- Other Citizenship

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
B. Trademark Registration No.(s)
2278601
Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

PAYTM

5. Name & address of party to whom correspondence concerning document should be mailed:

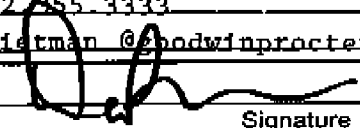
Name Dana Breitman
Internal Address: Goodwin Procter LLP
Street Address: 599 Lexington Avenue
City: New York
State: NY Zip: 10022
Phone Number: 212.813.8800
Fax Number: 212.355.3333
Email Address: dbreitman@goodwinprocter.com

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 40.00
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____
b. Deposit Account Number 06-0923
Authorized User Name _____

9. Signature:  March 22, 2005
Signature Date
Dana Breitman Total number of pages including cover sheet, attachments, and document: 3
Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$40.00 060923 2278601

TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT (this "Assignment"), effective as of December 1, 2004, is made and entered into by and between JPMorgan Chase Bank (n/k/a JPMorgan Chase Bank, National Association) ("Assignor"), a national banking association, and JPMorgan Chase & Co., a corporation organized under the laws of the State of Delaware ("Assignee") (each a "party," and collectively, the "parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (defined below).

WHEREAS, Assignor is the owner of the trademarks, trademark registrations and trademark applications (including any and all goodwill symbolized thereby) set forth on Schedule A hereto (the "Trademarks"); and

WHEREAS, Assignor desires to assign to Assignee and Assignee desires to acquire all of Assignor's right, title and interest in and to the Trademarks.

NOW THEREFORE, for and in consideration of the mutual obligations set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Effective upon execution, Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Trademarks, including all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof.
2. Further Assurances. Assignor shall, at the cost and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts necessary or desirable to assist Assignee to record and perfect the interest of Assignee in and to the Trademarks, and shall not enter into any agreement in conflict with this Assignment.
3. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflict of laws rules of such state.
4. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

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

JPMORGAN CHASE BANK (n/k/a
JPMorgan Chase Bank, National
Association)

By: James C.P. Berry
Name: James C.P. Berry
Title: Vice President, Assistant Secretary
and Assistant General Counsel

JPMORGAN CHASE & CO.

By: Anthony J. Horan
Name: Anthony J. Horan
Title: Senior Vice President and Secretary

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