

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

08-17-2001

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101814945

8-13-01

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID#
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
01-01-01

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name Brinson Partners, Inc.

Execution Date
Month Day Year
March 22, 2000

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other

Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Adams Street Partners, LLC

DBA/AKA/TA

Composed of

Address (line 1) 209 South LaSalle Street

Address (line 2)

Address (line 3) Chicago
City

Illinois
State/Country

60604-1295
Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other Limited Liability Company

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment).

Citizenship/State of Incorporation/Organization Delaware

08/17/2001 TBIAZ1 00000019 76157764

FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 2349 FRAME: 0969

Domestic Representative Name and Address Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same number)

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="76/157,764"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Liisa M. Thomas
Name of Person Signing

Liisa M. Thomas
Signature

8/4/01
Date Signed

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of January 1, 2001 ("Effective Date") by and between Brinson Partners, Inc., a Delaware corporation, with its principal office at 209 South LaSalle Street, Chicago, Illinois 60604-1295 ("Assignor"), and Adams Street Partners, LLC, a Delaware limited liability company, with its principal office at 209 South LaSalle Street, Chicago, Illinois 60604-1295 ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, the United States trademark application set forth on Schedule A attached herein, together with the goodwill of the business associated therewith (collectively, the "Mark"); and

WHEREAS, Assignee is the successor to Assignor's portion of the business to which the Mark pertains, and that business is ongoing and existing.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

Assignor hereby sells, assigns, transfers and sets over to Assignee all of Assignor's entire right, title and interest in and to the Mark, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns or other legal representatives.

Assignor hereby requests the Commissioner of Patents and Trademarks, and the corresponding entity or agency in any applicable foreign country, to record Assignee as the assignee and owner of the Mark.

Assignor represents and warrants that Assignor: (i) has the full right and authority to execute this Assignment, to perform its obligations under this Agreement, and to assign to Assignee the rights assigned herein; and (ii) has not executed, and will not execute, any agreement or other instrument in conflict herewith.

Assignor shall take all further actions, and provide to Assignee, Assignee's successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples,

exhibits, specimen, assignments, powers of attorney or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment, including, without limitations, with respect to the following: (i) the preparation and prosecution of any application for registration, or any application for renewal of a registration, relating to any of the rights assigned herein; (ii) the prosecution or defense of any interference, opposition, infringement or other proceedings that may arise in connection with any of the rights assigned herein, including, without limitation, testifying as to any facts relating to the Mark and this Assignment; (iii) obtaining any additional trademark protection relating to rights assigned herein that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or any foreign country; and (iv) in the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

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

This Assignment shall be governed by and construed in accordance with the laws of the state of Illinois, without giving effect to any choice of law or conflict of laws rules or provisions (whether of the state of Illinois or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the state of Illinois.

This Assignment shall not create any rights or benefits to parties other than Assignor and Assignee, including, but not limited to, not creating any third-party beneficiary rights.

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SCHEDULE A

U.S. TRADEMARK APPLICATIONS

Mark

ADAMS STREET PARTNERS

12-21-2000

RECORDED: 08/13/2001

**TRADEMARK
REEL: 2349 FRAME: 0974**