

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
Waddell & Reed, Inc.		04/15/2005	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Ivy Funds Distributor, Inc.		
Street Address:	6300 Lamar Avenue		
City:	Shawnee Mission		
State/Country:	KANSAS		
Postal Code:	66202		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	1995556	IVY FUNDS	
Registration Number:	1545635	IVY FUNDS	
Registration Number:	2855504	IVY FUNDS EMBRACING THE WORLD	
CORRESPONDENCE DATA			
Fax Number:	(913)451-0875		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	913-451-5104		
Email:	ipdocketing@lathropgage.com, kwingate@lathropgage.com		
Correspondent Name:	Kimberly A. Wingate, Esq.		
Address Line 1:	10851 Mastin Blvd.		
Address Line 2:	Ste. 1000		
Address Line 4:	Overland Park, KANSAS 66210		
NAME OF SUBMITTER:	Kimberly A. Wingate, Esq.		
Signature:	/kaw/		

CH \$90.00 1995556

Date:

04/20/2005

Total Attachments: 4

source=Trademark Assignment Agreement#page1.tif

source=Trademark Assignment Agreement#page2.tif

source=Trademark Assignment Agreement#page3.tif

source=Trademark Assignment Agreement#page4.tif

TRADEMARK ASSIGNMENT AGREEMENT

1. **Parties; Effective Date.** This Trademark Assignment Agreement ("Agreement") is between Waddell & Reed, Inc., a Delaware Corporation ("Assignor"), and Ivy Funds Distributor, Inc., a Delaware corporation ("Assignee"). This Agreement is effective as of April 15 2005 ("Effective Date").
2. **Purpose of Agreement.** Assignor is the owner of certain trademarks, service marks, logos, trade names and other indicia of trade origin as described in Exhibit A of this Agreement (collectively, the "Marks") and seeks to assign all such rights to Assignee pursuant to the terms of this Agreement.
3. **Assignment of Trademarks.** For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns, sells, transfers and conveys all right, title and interest in and to all of the Marks, including, without limitation: (a) all goodwill associated with the Marks, and all goodwill associated with the goods or services to which the Marks pertain; (b) all registrations, and applications for registrations, for the Marks, and any renewals thereof; (c) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations of the Marks; (d) all income, royalties, damages and other payments now and hereafter due and payable with respect to the Marks; and (e) any and all other rights, whether statutory or common law, corresponding thereto and all other rights of any kind whatsoever accruing thereunder, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such Mark.
4. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties' heirs, representatives, successors and assigns.

[TWO SIGNATURE PAGES FOLLOW]

AGREED AND ACCEPTED:

WADDELL & REED, INC.

By: *M D Strohm*
Name: Michael D. Strohm
Title: Chief Executive Officer
Date: 4-18-05

STATE OF Kansas)
) ss.
COUNTY OF Johnson)

On this 18th day of April, 2005, before me, Julia A. Brown, a Notary Public in and for said state, personally appeared Michael D. Strohm, CEO of Waddell & Reed, Inc. a Delaware corporation, known to me to be the person who executed the within instrument on behalf of said corporation and acknowledged to me that (s)he executed the same for the purposes therein stated.

Julia A. Brown
Notary Public in and for said County and State

Julia A. Brown
(Type, print or stamp the Notary's name below his or her signature)

My Commission Expires: 3/16/2009

(SEAL)



CWDOCS 414123v1

EXHIBIT A

COUNTRY TRADEMARK	REGISTRATION NO.	REGISTRATION DATE
UNITED STATES IVY FUNDS (word mark)	1,995,556	08/20/1996
UNITED STATES IVY FUNDS (and design)	1,545,635	06/27/1989
UNITED STATES IVY FUNDS EMBRACING THE WORLD (and design)	2,855,504	06/22/2004

RECORDED: 04/20/2005

CW/DOCS 414123v1

4

TRADEMARK
REEL: 003069 FRAME: 0527