

FORM PTO-1594 **RECORDATION FORM COVER SHEET** U.S. DEPARTMENT OF COMMERCE  
 (Rev. 6-93) **TRADEMARKS ONLY** Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies)  
**Bear, Stearns & Co., Inc.**  
**383 Madison Avenue, New York, New York**  
**10179**

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

Additional name(s) of conveying party(ies) attached?  
 Yes  No

2. Name and address of receiving party(ies)  
 Name: **The Bear Stearns Companies Inc.**

Internal Address:  
 Street Address: **383 Madison Avenue**

City: **New York** State: **New York** Zip: **10179**

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

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)  
 Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:  
 Assignment  
 Security Agreement  
 Merger  
 Change of Name  
 Other

Execution Date: **July 8, 2004**

4. Application number(s) or registration number(s):  
 A. Trademark Application No.(s)  
 B. Trademark Registration No.(s) **2,259,195**

Additional numbers attached?  Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: **Mary B. Aversano**  
 Internal Address: **Kramer Levin Naftalis & Frankel LLP**  
 Street Address: **1177 Avenue of the Americas**  
 City: **New York** State: **New York** Zip: **10036**

6. Total number of applications and registrations involved ..... **1**

7. Total fee (37 CFR 3.41) ..... **\$40.00**

Enclosed  
 Authorized to be charged to deposit account # **50-0540**

8. Deposit account number: **50-0540**  
 (Attach duplicate copy of this page if paying by deposit account)

Do not use this space

9. 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.

**Mary B. Aversano** *Mary B Aversano* **6/9/2005**  
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **4**

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
 Box Assignments  
 Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

RFCST.PTO

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**ASSIGNMENT**

1. **THIS ASSIGNMENT** is effective as of the *7<sup>th</sup>* day of *June* 200*5*

**BETWEEN**

- 1.1 Bear, Stearns & Co., Inc. (a corporation organized and existing under the laws of the state of Delaware, United States of America) of 383 Madison Avenue, New York, New York 10179, United States of America (hereinafter called 'the Assignor') and
- 1.2 The Bear Stearns Companies Inc. (a corporation organized and existing under the laws of the state of Delaware, United States of America) of 383 Madison Avenue, New York, New York 10179, United States of America (hereinafter called 'the Assignee').

**2. WHEREAS**

- 2.1 The Assignor is the owner of the service mark 2,259,195 FUNDCIRCUIT (hereinafter referred to as "the service mark").
- 2.2 It has been agreed between the parties that the Assignor shall assign unto the Assignee the service mark.

**3. NOW IT IS HEREBY AGREED AS FOLLOWS:**

- 3.1 In pursuance of the Agreement and for good and valuable consideration, the receipt and legal sufficiency of which is hereby acknowledged, Assignor hereby assigns unto the assignee all property, right, title and interest in the service mark together with the goodwill of the business concerned in the goods and services for which the said service mark is registered the same unto the Assignee absolutely.
- 3.2 This assignment includes the right of the Assignee to bring action and claim relief in respect of any infringement of the service mark which occurred prior to the date of this assignment.

**IN WITNESS WHEREOF** the Assignor has executed this agreement effective the day  
and year first above written.

For and on behalf of the assignor  
Bear, Stearns & Co., Inc.



.....  
Name: Jeffrey Lipman  
Title: Senior Managing Director