

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Harris Williams & Co.		02/06/2006	CORPORATION: VIRGINIA
RECEIVING PARTY DATA			
Name:	Harris Williams Advisors, Inc.		
Street Address:	1001 Haxall Point		
Internal Address:	9th Floor		
City:	Richmond		
State/Country:	VIRGINIA		
Postal Code:	23219		
Entity Type:	CORPORATION: VIRGINIA		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2207235	HARRIS WILLIAMS & CO.	
Serial Number:	78625737	HARRIS WILLIAMS & CO. MIDDLE MARKET	
Serial Number:	78728566	COBBLESTONE ADVISORS	
CORRESPONDENCE DATA			
Fax Number:	(804)644-0957		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	804-771-9500		
Email:	jkirkpatrick@hf-law.com		
Correspondent Name:	J. Kevin Muldowney		
Address Line 1:	701 East Byrd Street		
Address Line 4:	Richmond, VIRGINIA 23219		
ATTORNEY DOCKET NUMBER:	020408.00664		
NAME OF SUBMITTER:	Jessica Kirkpatrick, Paralegal		

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Signature:	/jessicakirkpatrick0764/
Date:	02/10/2006
Total Attachments: 4 source=Harris Williams Assignment of Trademark#page1.tif source=Harris Williams Assignment of Trademark#page2.tif source=Harris Williams Assignment of Trademark#page3.tif source=Harris Williams Assignment of Trademark#page4.tif	

ASSIGNMENT OF TRADEMARK

WHEREAS, Harris Williams & Co., a Virginia corporation (“Assignor”), has adopted, owns and is using the following marks (collectively, the “Marks”):

Harris Williams & Co. in connection with investment banking, United States Patent and Trademark Office Reg. No. 2,207,235, Reg. Date December 1, 1998;

Harris Williams Advisors (including the logo used in connection therewith, a copy of which is attached at Schedule A) in connection with investment banking services; consulting in the nature of debt restructuring, private placement, mergers and acquisitions, and evaluating and rendering opinions on the value of businesses and assets;

Harris Williams & Co. Middle Market Logo in connection with investment banking services; consulting in the nature of debt restructuring, private placement, mergers and acquisitions, and evaluating and rendering opinions on the value of businesses and assets, for which Assignor has filed an application for registration of the mark with the United States Patent and Trademark Office, Serial No. 78/625737;

Cobblestone Advisors in connection with investment banking services; consulting in the nature of debt restructuring, private placement, mergers and acquisitions, and evaluating and rendering opinions on the value of businesses and assets, for which Assignor has filed an application for registration of the mark with the United States Patent and Trademark Office, Serial No. 78/728566; and

Cobblestone Advisors Logo (a copy of which is attached at Schedule A) in connection with investment banking services; consulting in the nature of debt restructuring, private placement, mergers and acquisitions, and evaluating and rendering opinions on the value of businesses and assets; and

WHEREAS, Harris Williams Advisors, Inc., or its assigns as permitted hereunder (“Assignee”), desires to acquire all right, title and interest in and to the Marks, and any and all registrations for or applications to register the Marks, together with the goodwill associated with the Marks;

NOW, THEREFORE, for and in consideration of One Dollar (\$1 U.S.) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties:

1. Assignor, for itself and its agents, successors, heirs and assigns, hereby sells, assigns and transfers to Assignee all of the Assignor’s right, title and interest in and to the Marks, including all trademark, trade secret and all other intellectual property rights in the Marks, statutory and at common law, together with the goodwill of the business symbolized by the Marks, and any existing or pending registrations or applications for federal or state registration of the Marks.

2. Assignor hereby authorizes and requests, as appropriate, the Commissioner of Patents and Trademarks and any state trademark authority to record Assignee as the assignee and owner of the Marks and any federal application or registration therefor.

3. Assignor represents and warrants to Assignee that Assignor is the sole and exclusive owner of the rights herein conveyed to Assignee, and that Assignor has full power to enter into this agreement and to make the grants herein contained.

4. Assignor hereby agrees, without requiring further remuneration, to promptly provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's request (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (1) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering the Marks; (2) in the prosecution or defense of any oppositions, interferences, infringement suits or other proceedings that may arise in connection with the Marks, including, but not limited to, testifying as to any facts relating to the Marks assigned herein and this Assignment; (3) in obtaining any additional trademark protection that Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or throughout the world; (4) to otherwise secure and preserve its rights in the Marks; and (5) in the recordation, implementation or perfection of this Assignment.

5. This is the complete Agreement between the parties with respect to the subject matter contained herein and the parties intend and agree that this Agreement may not be modified or any waiver of terms claimed unless in writing signed by both parties. The parties hereby irrevocably waive any right to orally modify any term of this Agreement. This Agreement shall be governed by the laws of the Commonwealth of Virginia, exclusive of its conflicts of laws provisions. This Agreement may be assigned by Assignee to any affiliate, subsidiary or related company of Assignee.

This Agreement may be executed in counterparts, each of which when taken together shall constitute one and the same original Agreement.

Dated effective as of the 27th day of December, 2005.

Harris Williams & Co.

By: 

Dena Frith Moore, Managing
Director and COO

Date: 2/6/2006

Harris Williams Advisors, Inc.

By: 

Dena Frith Moore, Managing
Director and COO

Date: 2/6/2006

Acknowledgements

State of Virginia)

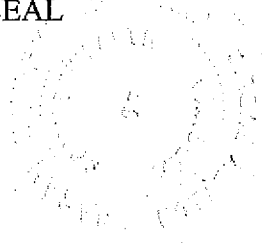
County/City of Henrico)

Personally appeared before me Dena Frith Moore, with whom I am personally acquainted or who made herself known to me by satisfactory evidence, who acknowledged that she executed the above instrument for the purposes therein contained and that she had authority to execute this instrument on behalf of each of the foregoing corporations, in each case, as its Managing Director and Chief Operating Officer.

Witness my hand this 10th day of February, 2006.

Sarah Kathryn Holland
Notary Public SEAL

My commission expires: 7-31-07



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