

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BNY Brokerage, Inc.		06/29/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Bank of New York Company, Inc.		
<b>Street Address:</b>	One Wall Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10286		
<b>Entity Type:</b>	Banking Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	76467175	BNY BROKERAGE	
<b>Registration Number:</b>	3089359	BNY BROKERAGE	
<b>Registration Number:</b>	2819095	BNY DIRECT EXECUTION	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)755-7306		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-326-3411		
<b>Email:</b>	ibtannen@jonesday.com		
<b>Correspondent Name:</b>	Ilene B Tannen		
<b>Address Line 1:</b>	Jones Day		
<b>Address Line 2:</b>	222 East 41st Street		
<b>Address Line 4:</b>	New York, NEW YORK 10017		
<b>ATTORNEY DOCKET NUMBER:</b>	911073-700002		
<b>NAME OF SUBMITTER:</b>	Ilene B. Tannen		

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Signature:	/Ilene B. Tannen/
Date:	07/10/2006
Total Attachments: 5 source=DOC230#page1.tif source=DOC230#page2.tif source=DOC230#page3.tif source=DOC230#page4.tif source=DOC230#page5.tif	

## TRADEMARK ASSIGNMENT

6/29/2006 This TRADEMARK ASSIGNMENT ("Assignment") dated as of (the "Effective Date"), is made by and between BNY Brokerage, Inc., a Delaware corporation with an office at 1633 Broadway, New York, NY ("Assignor") and The Bank of New York Company, Inc., a New York banking corporation with an office at One Wall Street, New York, NY ("Assignee").

WHEREAS, Assignor owns all right, title and interest in and to each trademark, trademark application for registration and registration identified on Schedule 1, and all goodwill of the business associated therewith and symbolized thereby (collectively, the "Schedule Trademarks");

WHEREAS, Assignor desires to sell, assign and transfer, and Assignee desires to receive, (i) the Schedule Trademarks and (ii) any other trademark owned by Assignor including the name "BNY" or "The Bank of New York", and all goodwill of the business associated therewith and symbolized thereby (collectively, the "Trademarks");

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

Assignor hereby sells, assigns and transfers to Assignee, and Assignee hereby accepts the sale, assignment and transfer from Assignor of, all right, title and interest in and to the Trademarks 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 the Assignor if this Assignment and sale had not been made, together with all rights of priority and renewals, and all income, royalties or payments due or payable as of the Effective Date or thereafter in connection with the use or licensing of the Trademarks, and all past, present and future claims, counterclaims, credits, causes of action, choses in action, rights of recovery and rights of setoff against third persons for infringement or other violation of the Trademarks, together with the right to sue for and collect any resulting recovery of damages, lost profits, legal fees and costs arising from any infringement or other violation of the Trademarks, including from acts which may have occurred prior to the Effective Date (all collectively, the "Trademark Rights"). Assignor requests the Commissioner of Patents and Trademarks to record Assignee as the assignee and owner of the Trademarks.

Assignor shall provide to Assignee, its successors, assigns or other legal representatives, cooperation and assistance at Assignee's reasonable request and expense (including, without limitation, 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 of the Trademark Rights; (2) in the prosecution or defense of any interference, opposition, cancellation, infringement or other proceedings that may arise in

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connection with any of the Trademark Rights, including, without limitation, testifying as to any facts relating to the Trademark Rights assigned herein and this Assignment; (3) in obtaining any additional protection for the Trademark Rights that Assignee reasonably may deem appropriate; and (4) in the implementation or perfection of this Assignment.

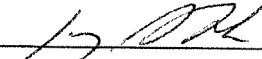
This Assignment shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and wholly performed therein.

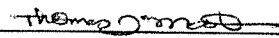
This Assignment may be executed in any number of counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, Assignor and Assignee each has caused this instrument to be executed by its respective duly authorized representative as of the Effective Date.

BNY BROKERAGE, INC.

THE BANK OF NEW YORK  
COMPANY, INC.

By: 

By: 

Name: Carey Paek

Name: \_\_\_\_\_

Title: President

Title: EVP

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF New York  
COUNTY OF New York ss.:

On this 29 day of JUNE 2006, before me personally came Carey Pock, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the president of BNY Brokerage, Inc., a Delaware corporation, and that he executed the foregoing instrument in the firm name of BNY Brokerage, Inc., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

ALEKS DROZEN  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01-DR6147194  
Qualified in New York County

Notary Public State of New York

Printed Name Aleksandro Drozen

My Commission Expires:

May 30, 2010

**Schedule 1: Scheduled Trademarks**

<b>Mark</b>	<b>Registration No. (Application No.)</b>	<b>Registration Date (Application Date)</b>	<b>Status</b>	<b>Record Owner</b>
BNY BROKERAGE	(76/467,175)	(November 5, 2002)	Pending	BNY Brokerage, Inc.
BNY BROKERAGE	3,089,359 (76/978,045)	May 9, 2006 (November 5, 2002)	Registered	BNY Brokerage, Inc.
BNY DIRECT EXECUTION	2,819,095 (76/467,183)	March 2, 2004 (November 5, 2002)	Registered	BNY Brokerage, Inc.

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