

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
EFFECTIVE DATE:	12/15/2006

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
ALPS Advisers, Inc.		12/15/2006	CORPORATION: COLORADO
Banc of America Investment Advisers, Inc.		12/15/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ALPS Advisers, Inc.
Street Address:	1625 Broadway
Internal Address:	Suite 2200
City:	Denver
State/Country:	COLORADO
Postal Code:	80202
Entity Type:	CORPORATION: COLORADO

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Registration Number:	2749315	ALL-STAR
Registration Number:	2757987	ALL-STAR FUNDS
Registration Number:	2002065	LIBERTY ALL-STAR

CORRESPONDENCE DATA

Fax Number: (212)492-0083
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-813-5935
 Email: zhilden@paulweiss.com
 Correspondent Name: Zoe Hilden
 Address Line 1: 1285 Avenue of the Americas
 Address Line 2: Paul, Weiss, Rifkind, Wharton & Garrison
 Address Line 4: New York, NEW YORK 10019

TRADEMARK

NAME OF SUBMITTER:	Zoe Hilden
Signature:	/Zoe Hilden/
Date:	12/18/2006
Total Attachments: 5 source=Assignment#page1.tif source=Assignment#page2.tif source=Assignment#page3.tif source=Assignment#page4.tif source=Assignment#page5.tif	

TRADEMARK ASSIGNMENT

Effective Date: December 15, 2006

THIS TRADEMARK ASSIGNMENT ("*Assignment*") is dated as of this 15 day of December, 2006 by and between Banc of America Investment Advisors, Inc., a corporation organized and existing under the laws of the State of Delaware, having its principal place of business at 100 Federal Street, Boston, Massachusetts 02110 ("*Assignor*") and ALPS Advisers, Inc., a corporation organized and existing under the laws of the State of Colorado, and having its principal place of business at 1625 Broadway, Suite 2200, Denver, Colorado 80202 ("*Assignee*").

WHEREAS Assignor is the sole owner of all rights, title and interest in and to those trademarks, service marks and trade names set forth in Exhibit A annexed hereto and made a part hereof, including all applications or registrations therefor (collectively the "*Trademarks*");

WHEREAS, Assignee is desirous of acquiring said Trademarks, including, but not limited to, the registrations thereof and all goodwill pertaining thereto;

WHEREAS, ALPS Holdings, Inc., a corporation organized and existing under the laws of the State of Delaware, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of the 7th day of September 2006 (the "*Asset Purchase Agreement*"), pursuant to which, among other things, Assignor is obligated to assign to Assignee all right, title and interest in and to certain intellectual property assets used in its equity investment advisory business, including, but not limited to the Trademarks;

WHEREAS, the execution and delivery of this Assignment is a condition to the closing of the transactions contemplated in the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, effective as of the Effective Date hereof and subject only to the terms and conditions of the Asset Purchase Agreement, the parties agree as follows:

1. Assignor hereby transfers, conveys, and assigns to Assignee all right, title, and interest in and to the Trademarks, together with the goodwill associated with the Trademarks, including all federal and state trademark registrations thereof and applications therefor, as well as all common law rights thereto. Assignee shall have the sole right to sue and recover for, and the right to profits or damages due or accrued and arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to said Trademarks, including but not limited to any such infringement, dilution, damage or injury to the registrations thereof or goodwill associated therewith.
2. Assignee hereby accepts the foregoing Assignment.
3. Assignee, at its own cost and expense, shall record a fully executed copy of this Assignment with the United States Patent and Trademark Office or any other agency having

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jurisdiction over the ownership of the Trademarks. Assignor agrees to execute and deliver all such other and further documents as may be necessary to vest all right, title and interest in and to the Trademarks to Assignee.

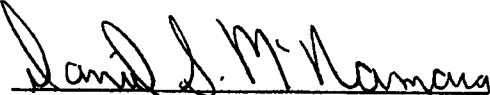
4. No modifications of or additions to this Assignment shall have effect unless in writing and properly executed by both parties, making specific reference to this Assignment by date, parties, and subject matter. This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its conflict of laws principles. This Assignment may be executed in counterparts, each of which shall be considered an original.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives, on the date first set forth above, with effect as of the date first set forth above.

ASSIGNOR:

**BANC OF AMERICA INVESTMENT
ADVISORS, INC.**

By: 
Name: Daniel S. McNamara
Title: President

ASSIGNEE:

ALPS ADVISERS, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives, on the date first set forth above, with effect as of the date first set forth above.

ASSIGNOR:

**BANC OF AMERICA INVESTMENT
ADVISORS, INC.**

By: _____
Name: Daniel S. McNamara
Title: President

ASSIGNEE:

ALPS ADVISERS, INC.

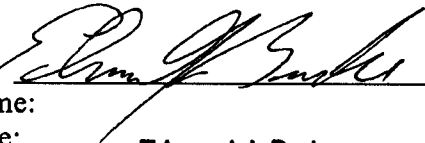
By: 
Name: _____
Title: **Edmund J. Burke
President**

EXHIBIT A

MARKS

<i>Country</i>	<i>Mark</i>	<i>Reg. No.</i>	<i>Registration Date</i>
U.S.	All-Star	2749315	12 August 2003
U.S.	All-Star Funds	2757987	2 September 2003
U.S.	Liberty All-Star	2002065	24 September 1996

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