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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
KeyCorp.		02/09/2007	CORPORATION: OHIO

RECEIVING PARTY DATA

Name:	UBS AG	
Street Address:	ahnhofstrasse 45	
City:	Zurich	
State/Country:	SWITZERLAND	
Postal Code:	CH-8001	
Entity Type:	CORPORATION: SWITZERLAND	

PROPERTY NUMBERS Total: 13

Property Type	Number	Word Mark
Registration Number:	1363708	THE IRA DIRECTOR
Registration Number:	2462055	MCDONALD ADVISOR
Registration Number:	2377889	MCDONALD ASSET CHOICE
Registration Number:	2579816	MCDONALD EQUITY PARTNER
Registration Number:	2747372	MCDONALD FINANCIAL GROUP
Registration Number:	2854083	MCDONALD ONLINE
Registration Number:	2805102	MCDONALDPRIME
Registration Number:	2804986	MCDONALDPRIME CONNECT
Registration Number:	2832180	MCDONALDPRIME INSTITUTIONAL
Registration Number:	2377890	MCDONALD PRIVATE PORTFOLIO ADVISOR
Registration Number:	2721856	TOTAL ACCESS ACCOUNT
Serial Number:	78674198	GRADISON
Registration Number:	2849505	GRADISON MCDONALD FINANCIAL GROUP

CORRESPONDENCE DATA

TRADEMARK REEL: 003570 FRAME: 0878

900080513

Fax Number: (202)663-8007

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 202-663-8000

Email: va-logocops@pillsburywinthrop.com

Correspondent Name: Patrick J. Jennings Address Line 1: 2300 N Street, N.W.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20037

ATTORNEY DOCKET NUMBER: 44984/362192

DOMESTIC REPRESENTATIVE

Name: Patrick J. Jennings Address Line 1: 2300 N Street, N.W.

Address Line 4: Washington, DISTRICT OF COLUMBIA 20037

NAME OF SUBMITTER: Patrick J. Jennings	
Signature:	/Pat Jennings/
Date:	06/28/2007

Total Attachments: 8

source=Keycorp Assignment#page1.tif source=Keycorp Assignment#page2.tif source=Keycorp Assignment#page3.tif source=Keycorp Assignment#page4.tif source=Keycorp Assignment#page5.tif source=Keycorp Assignment#page6.tif source=Keycorp Assignment#page7.tif source=Keycorp Assignment#page8.tif

INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), effective the ninth day of February, 2007, is made and entered into by and between KeyCorp, an Ohio corporation, and McDonald Investments Inc., an Ohio corporation (collectively, the "Assignors") and UBS AG ("Assignee") (each a "Party," and collectively, the "Parties"). Capitalized terms used herein but not otherwise defined herein shall have the meanings set forth in the Purchase Agreement (defined below).

WHEREAS, KeyCorp is the owner of each of (i) the trademarks and service marks, and all registrations and applications thereon (including any and all goodwill symbolized thereby) set forth on Schedule A hereto, and (ii) the Internet domain name registrations set forth on Schedule B hereto (the "Domain Names") ((i) and (ii), collectively, the "Scheduled Intellectual Property");

WHEREAS, Assignors and UBS Financial Services, Inc., a wholly-owned subsidiary of Assignee, entered into that certain Asset Purchase Agreement, dated as of September 5, 2006, as amended (the "Purchase Agreement"), providing for the sale of the Assets and the assumption of certain liabilities, all upon the terms and conditions set forth in the Purchase Agreement;

WHEREAS, UBS Financial Services, Inc. and Assignee have agreed that Assignee shall own the Assigned Intellectual Property (defined below); and

WHEREAS, the execution and delivery of this Assignment is a condition to Closing.

NOW THEREFORE, for the consideration set forth in the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

- 1. <u>Assignment.</u> Effective upon Closing, Assignors hereby assign to Assignee all of Assignors' right, title and interest in and to the Scheduled Intellectual Property; all other trademarks, trade names, domain names, service marks, logos, and goodwill appurtenant thereto, corporate names, or comparable intellectual properties used or held for use primarily in the Business or incorporating the names "McDonald" or "Gradison" or any derivation thereof, or any registration or application for any of the foregoing, owned or licensed by either Assignor (or any of its Affiliates); and all other Intellectual Property owned by Assignors or any of their respective Affiliates and used or held for use primarily in the Business (collectively, the "Assigned Intellectual Property"), including all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof.
- 2. <u>Registrant Name Change Agreement</u>. Within ten (10) days following Closing, Assignors shall (i) execute or otherwise complete the applicable registrant name change agreement or other forms required by the applicable Internet domain name registrar for each Domain Name (the "<u>Registering Authority</u>") to transfer such Domain Name to Assignee on an expedited basis, and (ii) submit or file such registrant name change

agreements or other forms to or with the Registering Authority. Assignors shall promptly take any further actions required to transfer such Domain Names to Assignee on an expedited basis, in accordance with the policies and rules of the Registering Authority.

- 3. <u>Further Assurances</u>. Assignors shall, at the cost and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts necessary or desirable to record and perfect the interest of Assignee in and to the Assigned Intellectual Property, and shall not enter into any agreement in conflict with this Assignment.
- 4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York.
- 5. <u>Counterparts</u>. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

KEYCORP:	UBS AG:
By: Daniel R. Stolzer Senior Vice President and Deputy General Counsel	By: Mark N. Klein Executive Director
	By:Christine O'Malley Director
Manage	

MCDONALD INVESTMENTS INC.:

Daniel R. Stolzer Assistant Secretary

agreements or other forms to or with the Registering Authority. Assignors shall promptly take any further actions required to transfer such Domain Names to Assignee on an expedited basis, in accordance with the policies and rules of the Registering Authority.

- 3. <u>Further Assurances</u>. Assignors shall, at the cost and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts necessary or desirable to record and perfect the interest of Assignee in and to the Assigned Intellectual Property, and shall not enter into any agreement in conflict with this Assignment.
- 4. <u>Governing Law</u>. This Assignment shall be governed by and construed in accordance with the laws of the State of New York.
- 5. <u>Counterparts</u>. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

KEYCORP:	UBS AG:			
By: Daniel R. Stolzer Senior Vice President and Deputy General Counsel	By: MC CO Mark N. Klein Executive Director			
	By: Christine O'Malley Director			
MCDONALD INVESTMENTS INC.:				
By: Daniel R. Stolzer Assistant Secretary				

agreements or other forms to or with the Registering Authority. Assignors shall promptly take any further actions required to transfer such Domain Names to Assignee on an expedited basis, in accordance with the policies and rules of the Registering Authority.

- Further Assurances. Assignors shall, at the cost and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts necessary or desirable to record and perfect the interest of Assignee in and to the Assigned Intellectual Property, and shall not enter into any agreement in conflict with this Assignment.
- Governing Law. This Assignment shall be governed by and construed in 4. accordance with the laws of the State of New York.
- Counterparts. This Assignment may be executed in one or more counterparts, 5. each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

KEYCORP:	UBS AG:
By: Daniel R. Stolzer Senior Vice President and Deputy	By: Mark N. Klein Executive Director
General Counsel	By: Chustus O' Malley Christine O'Malley Director
MCDONALD INVESTMENTS INC.:	

Daniel R. Stolzer Assistant Secretary

Schedule A to the Intellectual Property Assignment

Registered Service Marks and Applications for Registration:

Mark	Application No. Registration No.	Filing Date Registration Date	International Class	Status	Record Owner
	73/514880	12/24/1984			
The IRA Director	1363708	10/01/1985	36	Renewed	KeyCorp
	75/420271	01/20/1998			
McDonald Advisor	2462055	06/19/2001	36	Registered	KeyCorp
McDonald Asset	75/337854	08/08/1997			
Choice	2377889	08/15/2000	36	Registered	KeyCorp
McDonald Equity	76/024034	04/12/2000			
Partner -	2579816	06/11/2002	36	Registered	KeyCorp
McDonald	78/167879	09/25/2002			
Financial Group	2747372	08/05/2003	36	Registered	KeyCorp
	75/866596	12/08/1999			
McDonald Online	2854083	06/15/2004	36	Registered	KeyCorp
	78/247595	05/09/2003	·		
McDonaldPRIME	2805102	01/13/2004	36	Registered	KeyCorp
McDonaldPRIME	78/218108	02/24/2003			
Connect	2804986	01/13/2004	36	Registered	KeyCorp
McDonaldPRIME	78/270405	07/03/2003			
Institutional	2832180	04/13/2004	36	Registered	KeyCorp
McDonald Private	75/337858	08/08/1997			
Portfolio Advisor	2377890	08/15/2000	36	Registered	КеуСогр
Total Access	76/029651	04/18/2000			
Account	2721856	06/03/2003	36	Registered	KeyCorp
	78/674198 Not available	07/20/2005 Not available	36	Pending application – Notice of Allowance issued on 01/02/07	KeyCorp
Gradison Gradison			130		Reycorp
McDonald	78/175862	10/18/2002			
Financial Group	2849505	06/01/2004	36	Registered	KeyCorp

Schedule A to the Intellectual Property Assignment (continued)

Unregistered Marks and Names:

McDonald Investments Inc.

McDonald Equity Partner

McDonald Equity Partner Strategic Portfolio

MEP

MEP Strategic Portfolio

MPPA (McDonald Private Portfolio Advisor)

MAC (McDonald Asset Choice)

McDonald Advisor Managed

MAM (McDonald Advisor Managed)

McDonald Investment Management Account

MIMA (McDonald Investment Management Account)

TAA (Total Access Account)

Schedule B to the Intellectual Property Assignment

Domain Names:

mcdfg.com

mcdfinancial.com

mcdfinancialgroup.com

mcdinvest.com

mcdinvest.net

mcdinvest.org

mcdonald.info

mcdonaldadvisors.biz

mcdonaldadvisors.info

mcdonaldadvisors.net

mcdonaldadvisors.org

mcdonaldadvisors.us

mcdonaldfinancialadvisors.biz

mcdonaldfinancialadvisors.com

mcdonaldfinancialadvisors.info

mcdonaldfinancialadvisors.net

mcdonaldfinancialadvisors.org

mcdonaldfinancialadvisors.us

mcdonaldfinancialgroup.com

mcdonaldfinancialgroup.info

mcdonaldfinancialgroup.net

mcdonaldfinancialgroup.org

mcdonaldinvement.us

mcdonaldinvest.biz

mcdonaldinvest.com

mcdonaldinvest.info

mcdonaldinvest.net

mcdonaldinvest.org

mcdonaldinvest.us

mcdonaldinvestment.biz

mcdonaldinvestment.com

mcdonaldinvestment.net

mcdonaldinvestment.us

mcdonaldinvestments.biz

mcdonaldinvestments.cc

mcdonaldinvestments.com

mcdonaldinvestments.net

mcdonaldinvestments.org

mcdonaldinvestments.us

mcdonaldonline.net

mcdonaldprime.com

mcdonald prime connect.com

mcdonaldprimeinstitutional.com

wwwmcdonaldinvest.com

gradisonasset.com

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gradisonassetmanagement.com