

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Viner Finance Inc.		01/14/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Canadian Imperial Bank of Commerce		
Street Address:	300 Madison Avenue, 6th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Chartered Bank: CANADA		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1239737	OPPENHEIMER	
Registration Number:	3260826	OPPENHEIMER	
Registration Number:	2376257	PROFESSIONALS ALLIANCE GROUP	
Registration Number:	2282507	OPPENHEIMER REAL ASSET FUND	
Registration Number:	1750380	OPPENHEIMERFUNDS	
Registration Number:	2145809	OPPENHEIMERFUNDS.COM	
CORRESPONDENCE DATA			
Fax Number:	(866)459-2899		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-783-2700		
Email:	Oleh.Hereliuk@federalresearch.com		
Correspondent Name:	CBCInnovis dba Federal Research		
Address Line 1:	1023 Fifteenth Street, NW, Ste 401		
Address Line 2:	attn: Oleh Hereliuk		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		

CH \$165.00 1239737

ATTORNEY DOCKET NUMBER:	407026
NAME OF SUBMITTER:	Oleh Hereliuk
Signature:	/oh/
Date:	02/29/2008
Total Attachments: 7 source=407026#page1.tif source=407026#page2.tif source=407026#page3.tif source=407026#page4.tif source=407026#page5.tif source=407026#page6.tif source=407026#page7.tif	

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Viner Finance Inc.

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

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) January 14, 2008

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Canadian Imperial Bank of Commerce

Internal Address: _____

Street Address: 300 Madison Avenue, 6th Floor

City: New York

State: New York

Country: USA Zip: 10017

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____

Other Chartered Bank Citizenship Canada

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1239737 (See Schedule 1A)

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Federal Research Corporation

Internal Address: Attention: Oleh Hereliuk

Street Address: 1023 15th Street, NW
Suite 401

City: Washington

State: DC Zip: 20005

Phone Number: 1-800-846-3190

Fax Number: _____

Email Address: _____

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 165.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name _____

9. Signature:



February 27, 2008

Signature

Date

Christopher Exberger, Esq.

Total number of pages including cover sheet, attachments, and document: 7

Name of Person Signing

Schedule 1A

MARK	NUMBER	STATUS	USPTO: OWNER
Oppenheimer	1239737	LIVE	Viner Finance Inc.
Oppenheimer Logo	3260826	LIVE	Viner Finance Inc.
Professional Alliance Group	2376257	LIVE	Viner Finance Inc.
Oppenheimer Real Asset Fund	2282507	LIVE	Viner Finance Inc.
OppenheimerFunds (stylized)	1750380	LIVE	Viner Finance Inc.
OppenheimerFunds.com	2145809	LIVE	Viner Finance Inc.

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, Viner Finance Inc., a Delaware corporation with an office at 125 Broad Street, 16th Floor, New York, New York 10004 (the "Assignor") has made certain representations and warranties in the Security Agreement (as defined below) and related documents with respect to the trademarks and service marks listed on the annexed Schedule 1A, for which applications for registration and registrations are issued by or pending with the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor has entered into that certain Pledge and Security Agreement dated as of January 14, 2008 (the "Effective Date") in favor of CANADIAN IMPERIAL BANK OF COMMERCE (the "Assignee") as Administrative Agent for the Secured Creditors (as defined therein) (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee, and granted to the Assignee for the ratable benefit of the Secured Creditors, a security interest in and continuing lien on all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the goodwill of the business connected with the use of and symbolized by the Trademarks and the applications for registration and registrations thereof (provided, that no security interest shall be granted in United States intent-to-use trademark or service mark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use applications under applicable federal law), and all proceeds thereof, including, without limitation, any and all causes of action that may exist by reason of infringement or other violation thereof and any and all damages arising from past, present, and future violations thereof (collectively, the "Collateral"), to secure the payment, performance, and observance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor hereby grants to the Assignee for the ratable benefit of the Secured Creditors, a security interest in and continuing lien on the Collateral to secure the prompt payment, performance, and observance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.


Notwithstanding anything herein to the contrary, the lien and security interest granted to the Assignee pursuant to this Assignment for Security (Trademarks) and the exercise of any right or remedy by the Assignee hereunder are subject to the provisions of the Intercreditor Agreement, dated as of January 14, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among E.A. Viner

International Co., Morgan Stanley & Co. Incorporated, as First Lien Collateral Agent and Canadian Imperial Bank of Commerce, as Second Lien Collateral Agent and certain other persons party or that may become party thereto from time to time. In the event of any conflict between the terms of the Intercreditor Agreement and this Assignment for Security (Trademarks), the terms of the Intercreditor Agreement shall govern and control.

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the Assignor and the Assignee each has caused this Assignment for Security (Trademarks) to be executed by its respective duly authorized representative as of the Effective Date.

VINER FINANCE INC.,
as Assignor

By: 
Name: Dennis P. McNamara
Title: Senior VP & Secretary

CANADIAN IMPERIAL BANK OF COMMERCE,
as Administrative Agent, as Assignee

By: _____
Name: _____
Title: _____

Assignment for Security (Trademarks)

IN WITNESS WHEREOF, the Assignor and the Assignee each has caused this Assignment for Security (Trademarks) to be executed by its respective duly authorized representative as of the Effective Date.

VINER FINANCE INC.,
as Assignor

By: _____
Name: _____
Title: _____

CANADIAN IMPERIAL BANK OF COMMERCE,
as Administrative Agent, as Assignee

By: _____
Name: John Orr
Title: EVP & Managing Director

Assignment for Security (Trademarks)

TRADEMARK
REEL: 003729 FRAME: 0145

Schedule 1A

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