

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
Price Meadows Incorporated		05/15/2008	CORPORATION: WASHINGTON
RECEIVING PARTY DATA			
Name:	ALPS Fund Services, Inc.		
Street Address:	1290 Broadway		
Internal Address:	Suite 1100		
City:	Denver		
State/Country:	COLORADO		
Postal Code:	80203		
Entity Type:	CORPORATION: COLORADO		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3159769	GLASS	
Registration Number:	2804854	PRICE MEADOWS	
Registration Number:	2908234	THE VOICE OF EXPERIENCE IN HEDGE FUND ADMINISTRATION	
CORRESPONDENCE DATA			
Fax Number:	(212)492-0083		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-373-3083		
Email:	alee@paulweiss.com, zhilden@paulweiss.com		
Correspondent Name:	Zoe Hilden		
Address Line 1:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019		
ATTORNEY DOCKET NUMBER:	17501-017		
NAME OF SUBMITTER:	Zoe Hilden		

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TRADEMARK
REEL: 003783 FRAME: 0163

Signature:

/Zoe Hilden/

Date:

05/16/2008

Total Attachments: 7

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EXHIBIT M

TRADEMARK ASSIGNMENT

See Attached.

TRADEMARK ASSIGNMENT

This **TRADEMARK ASSIGNMENT** (“**Assignment**”) is made on this 15th day of May, 2008 by Price Meadows Incorporated, a Washington corporation, having its principal place of business at 11747 NE First Street, Suite 202, Bellevue, Washington 98005 (“**PMI**”) to ALPS Fund Services, Inc., a Colorado corporation having its principal place of business at 1290 Broadway, Suite 1100, Denver, Colorado 80203 (“**ALPS**”).

RECITALS

A. PMI owns the trademarks set forth in Exhibit A to this Assignment and all common law or other rights and all foreign equivalents thereof together with the goodwill associated therewith (“**Trademarks**”);

B. PMI owns the domain names identified in Exhibit B to this Assignment (“**Domain Names**”); and

C. ALPS is purchasing assets from PMI that relate to the Trademarks and the Domain Names as set forth in the Asset Purchase Agreement of even date herewith between ALPS, ALPS Holdings, Inc., a Delaware corporation, PMI, Richard Meadows, and Kelley Price.

AGREEMENT

The parties hereby agree as follows:

1. Assignment.

1.1 PMI hereby irrevocably sells, assigns and transfers to ALPS all right, title and interest in and to the Trademarks, including, without limitation, all registrations and applications therefore (if any), together with the goodwill of the business symbolized by the Trademarks, the right to apply for and register the Trademarks, in the United States of America and all foreign countries, all common law and statutory rights related to the Trademarks, all rights of renewal and extension, and the right to sue for and recover damages and profits for past infringements thereof.

1.2 PMI hereby sells, transfers and assigns to ALPS all right, title and interest in and to the Domain Names.

2. Further Assurances.

2.1 From time to time, PMI will, at ALPS’ request and without further consideration, execute and deliver such instruments of sale, transfer, conveyance, assignment and confirmation, and to perform any other reasonable acts ALPS may request in order to evidence, perfect, obtain, protect, defend, convey and enforce the rights of ALPS in the Trademarks.

2.2 Without limiting PMI's obligations under Section 2.1, PMI hereby irrevocably designates and appoints ALPS and its duly authorized officer and agent as PMI's agent and attorney in fact, to execute documents or take any lawfully permitted action to evidence, perfect, obtain, protect, defend, convey and enforce the rights of ALPS in the Trademarks that PMI is unable or unwilling to perform.

2.3 PMI will promptly and properly complete and submit, to its registrar for the Domain Names any and all instructions necessary to transfer the Domain Names to ALPS. PMI further agrees that it will promptly execute and deliver all necessary documents and take any action reasonably requested by ALPS in connection with this Assignment and hereby appoints ALPS as its agent and attorney-in-fact to act for and on its behalf to execute, register and file any necessary documents, and to do all other lawfully permitted acts to further the transfer of the Domain Names with the same legal force and effect as if executed by PMI. From the time this Assignment is executed until the time the Domain Names are actually transferred to ALPS' registrar by PMI's registrar (the "**Final Assignment Date**"), PMI will (i) disable any automatic transfers and/or hyperlinks to other websites from any websites using the Domain Names as is reasonably requested, and (ii) redirect any Internet traffic on any website using the Domain Names as is reasonably requested by ALPS.

3. General.

3.1 Commencing immediately upon its execution of this Assignment, PMI will cease all use, and forever refrain from using or adopting the Trademarks and the Domain Names, as well as any trademarks, names, symbols, slogans, logos, designs, domain names (or anything confusingly similar thereto) in any manner, including but not limited to use for any entity name, product name, on any website, as a service mark, trademark, domain name, URL, meta-tag, directory search term, or a component of any of the foregoing.

3.2 This Assignment will inure to the benefit of ALPS, its successors in interest and assigns.

3.3 This Assignment will be governed by the substantive laws of the State of Delaware and applicable federal laws without giving effect to applicable conflict of laws provisions.

3.4 No failure of either party to give notice or seek a remedy for any violation of this Assignment or to insist on strict performance hereunder will reduce, impair, or affect such party's rights to later seek such remedy or insist on such performance with respect to the same or other violation or failure, regardless of such party's knowledge or lack thereof.

3.5 If any provision of this Assignment is, for any reason, held invalid or illegal in any respect, such invalidity or illegality will not affect the validity of this Assignment itself and there will be substituted for the affected provision, a valid and enforceable provision which most closely approximates the intent and economic effect of the invalid provision. If such provision cannot be amended so as to be valid and enforceable, then such provision is severable from this Assignment, and the remaining provisions of this Assignment remain valid and enforceable.

IN WITNESS WHEREOF, the undersigned duly authorized representative has executed this Assignment effective as of the date shown above and in the capacities shown below.

PRICE MEADOWS INCORPORATED,
a Washington corporation

By: Richard Meadows
Richard Meadows, President

Date: _____

Exhibit A
Trademarks

<u>Mark</u>	<u>Registration No</u>	<u>Registration Date</u>
GLASS	3,159,769	October 17, 2006
PRICE MEADOWS	2,804,854	January 13, 2004
THE VOICE OF EXPERIENCE IN HEDGE FUND ADMINISTRATION	2,908,234	December 7, 2004

Exhibit B

Domain Names

DOMAIN	STATUS	REGISTERED
fundaccountant.com	Active	11/29/2000
fundaccountant.net	Active	11/29/2000
fundaccountants.com	Active	11/29/2000
fundaccountants.net	Active	11/29/2000
fundadmin.net	Active	11/9/2001
fundbackoffice.com	Active	11/29/2000
fundbackoffice.net	Active	11/29/2000
fundnumber.com	Active	3/13/2002
fundnumbers.com	Active	3/13/2002
fundrecords.com	Active	3/13/2002
fundstatements.com	Active	3/13/2002
hedge-fund-accounting.com	Active	6/22/2005
hedge-fund-admin.com	Active	6/22/2005
hedge-fund-administration.com	Active	6/22/2005
hedgeaccountants.com	Active	11/29/2000
hedgeaccountants.net	Active	11/29/2000
hedgeaccounting.com	Active	11/29/2000
hedgeaccounting.net	Active	11/29/2000
hedgeadmin.com	Active	11/29/2000
hedgeadmin.net	Active	11/29/2000
hedgeadministration.com	Active	11/29/2000
hedgeadministration.net	Active	11/29/2000
hedgeelements.com	Active	12/13/2006
hedgefundaccountant.com	Active	11/29/2000
hedgefundaccountant.net	Active	11/29/2000
hedgefundaccountants.com	Active	11/29/2000
hedgefundaccountants.net	Active	11/29/2000
hedgefundaccounting.com	Active	11/29/2000
hedgefundaccounting.net	Active	11/29/2000
hedgefundadmin.com	Active	11/29/2000
hedgefundadmin.net	Active	11/29/2000
hedgefundadministration.com	Active	11/29/2000
hedgefundadministration.net	Active	11/29/2000
hedgefundbackoffice.com	Active	11/29/2000
hedgefundbackoffice.net	Active	11/29/2000
hedgefundelement.com	Active	12/13/2006
hedgefundelements.com	Active	12/13/2006
hfundadmin.com	Active	6/13/2005
hfundadmin.com	Active	6/13/2005
lpaccounting.com	Active	3/13/2002
lpaccounting.net	Active	11/29/2000
lpadmin.com	Active	11/29/2000
lpadmin.net	Active	11/29/2000
lpadministration.com	Active	11/29/2000

lpadministration.net	Active	11/29/2000
lpbackoffice.com	Active	11/29/2000
lpbackoffice.net	Active	11/29/2000
partnershipaccounting.net	Active	11/29/2000
partnershipadmin.com	Active	1/4/1999
partnershipadmin.net	Active	11/29/2000
partnershipadministration.com	Active	11/29/2000
partnershipadministration.net	Active	11/29/2000
partnershipbackoffice.com	Active	11/29/2000
partnershipbackoffice.net	Active	11/29/2000
pricemeadow.com	Active	10/11/2002
pricemeadows.biz	Active	11/9/2001
pricemeadows.com	Active	4/30/1998
pricemeadows.info	Active	9/12/2001
pricemeadows.net	Active	11/29/2000
pricemeadows.org	Active	11/29/2000
pricemedows.com	Active	10/11/2002