

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CLOVER CAPITAL MANAGEMENT INC.		12/01/2008	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	FEDERATED INVESTORS, INC.		
Street Address:	1001 Liberty Avenue		
Internal Address:	Federated Investors Tower		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15222-3779		
Entity Type:	CORPORATION: PENNSYLVANIA		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	75807642	CLOVER	
Registration Number:	2665008	CLOVER CAPITAL MANAGEMENT	
CORRESPONDENCE DATA			
Fax Number:	(412)288-3063		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	412-288-3233		
Email:	ptoipinbox@reedsmith.com		
Correspondent Name:	Jody L. Burtner, Senior Paralegal		
Address Line 1:	P.O. Box 488		
Address Line 2:	Reed Smith LLP		
Address Line 4:	Pittsburgh, PENNSYLVANIA 15230-0488		
ATTORNEY DOCKET NUMBER:	260244.50023.1354NOD		
NAME OF SUBMITTER:	Jody L. Burtner		

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Signature:	/Jody L. Burtner/
Date:	12/05/2008
Total Attachments: 6 source=clovertofederatedtmassign#page1.tif source=clovertofederatedtmassign#page2.tif source=clovertofederatedtmassign#page3.tif source=clovertofederatedtmassign#page4.tif source=clovertofederatedtmassign#page5.tif source=clovertofederatedtmassign#page6.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "*Assignment*") is executed as of, and effective as of, the close of business on, the 1st day of December, 2008, by CLOVER CAPITAL MANAGEMENT INC., a New York corporation organized and existing under the laws of the State of New York, with headquarters located at 400 Meridian Centre, Suite 200, Rochester, New York ("*Assignor*"), and delivered to, and in favor of FEDERATED INVESTORS, INC., a corporation organized and existing under the laws of the Commonwealth of Pennsylvania ("*Assignee*"), with a place of business at Federated Investors Tower, 1001 Liberty Avenue, Pittsburgh, Pennsylvania 15222-3779, pursuant to that certain Asset Purchase Agreement, dated as of September 12, 2008, among Assignor, the Owners Identified Therein (as amended, modified, supplemented or restated, the "*Purchase Agreement*"). Any capitalized term used, but not defined, in this Assignment shall have the meaning ascribed thereto in the Purchase Agreement.

RECITALS

WHEREAS, upon the terms and subject to the conditions set forth in the Purchase Agreement, Assignor agreed to sell, transfer, convey, assign and deliver to Assignee, and Assignee agreed to purchase and accept the sale, transfer, conveyance, assignment and delivery of Assignor's Acquired Assets, including the Intellectual Property as described in the Purchase Agreement, including all right, title and interest in and to the marks and names, for use alone or in conjunction with other marks and names, as set forth on **Schedule A** attached hereto and made a part hereof (hereinafter referred to as the "*Marks*").

ASSIGNMENT

NOW, THEREFORE, Assignor and Assignee, intending to be legally bound hereby, and pursuant to the terms of the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Assignment. Assignor hereby sells, transfers, conveys, assigns and delivers to Assignee, its successors and assigns, and Assignee hereby purchases and acquires from Assignor, (a) all of Assignor's rights, title and interest in and to the Marks, along with the goodwill associated with the Marks and including all applications for registrations and re-registrations for the Marks, to have and to hold the same, together with any and all rights, including common law rights, pertaining thereto to the end of the terms for which the said Marks have been or will be granted and any extensions thereof; and (b) without limitation to the foregoing, all of Assignor's right, title and interest in and to any and all causes of action, claims, demands or other rights occasioned from or because of any and all past, present and future infringement of any of the Marks, including all rights to recover damages (including attorneys' fees), profits and injunctive or other relief for such infringement, with the right to sue for, and collect the same for its own use and benefit.

2. Assignee Acceptance. Assignee hereby accepts the foregoing sale, transfer, conveyance, assignment, and delivery of Assignor's rights, title and interest in and to the Marks.

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3. Assignment Subject to Purchase Agreement. This Assignment is given pursuant to, and the assignment hereunder is made subject to, the terms and conditions of the Purchase Agreement. The parties hereby agree and acknowledge that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded by this Assignment, but shall remain in full force and effect to the full extent provided therein. Without limiting the foregoing, Seller shall not be deemed to have sold, transferred, conveyed, assigned or delivered to Federated any Retained Asset.

4. Recordation and Issuance. Assignor hereby authorizes the United States Commissioner of Patents and Trademarks, and as appropriate, the respective trademark offices or governmental agency in each jurisdiction other than the United States, to record this assignment and requests any official whose duty it is to issue registrations for trademarks and/or service marks to issue each and every such registration to be granted upon the Marks in any and all countries, in the name of, and at the expense of, the Assignee, its successors and assigns, as the assignee of Assignor's entire right, title and interest therein, in accordance with this Assignment. The Assignee may, at its discretion and at its expense, file trademark applications in any country based on the Marks.

5. Further Assurances. Assignor hereby agrees that it shall from time to time, at the request of the Assignee, promptly execute and deliver, or cause to be executed and delivered, such instruments, applications and documents, and take such other actions as the Assignee may reasonably request, in order to (a) vest fully and effectively in Assignee all of Assignor's rights in the Marks, (b) aid in securing and maintaining protection for the Marks throughout the world, including cooperating, at Assignee's expense, in any proceedings involving examinations, opposition and cancellation proceedings, priority contests, interferences, court actions and the like, and (c) otherwise consummate more effectively the transactions contemplated hereby.

6. Amendments. This Assignment may be amended, supplemented or modified only by a written instrument duly executed by each party hereto.

7. Severability. If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party under this Assignment will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Assignment will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof, (c) the remaining provisions of this Assignment will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance herefrom, and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar to the terms of such illegal, invalid or unenforceable provision as may be possible and reasonably acceptable to the parties.

8. Successors and Assigns. This Assignment shall be binding upon and inure to the benefit of and is enforceable by the parties hereto and their respective successors and assigns.

9. Counterparts. This Assignment may be executed in counterparts (including executed counterparts delivered and exchanged by facsimile transmission), each of which shall be deemed an original, and all of which together shall constitute but one and the same instrument.


10. Governing Law. This Assignment shall be governed in all respects (including as to validity, interpretation and effect) by the internal laws of the State of New York, without giving effect to the conflict of laws rules thereof.

11. Entire Agreement. This Assignment and the other Transaction Documents, together with any Exhibits and Schedules hereto or thereto, contain the entire agreement and all understandings, and supersede all prior agreements and understandings, both written and oral, between the Parties with respect to the subject matter hereof.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the date first written above.

CLOVER CAPITAL MANAGEMENT INC.,
ASSIGNOR

By: 
Name: Michael E. Jones
Title: Chief Executive Officer

FEDERATED INVESTORS, INC.,
ASSIGNEE

By: _____
Name: Thomas R. Donahue
Title: Chief Financial Officer


[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the parties have executed this Trademark Assignment as of the date first written above.

CLOVER CAPITAL MANAGEMENT INC.,
ASSIGNOR

By: _____
Name: Michael E. Jones
Title: Chief Executive Officer

FEDERATED INVESTORS, INC.,
ASSIGNEE

Am By:  _____
Name: Thomas R. Donahue
Title: Chief Financial Officer

[Signature Page to Trademark Assignment]

SCHEDULE A

MARKS

Registrations

COUNTRY	MARK	REG. NUMBER	REG. DATE
US	CLOVER CAPITAL MANAGEMENT	2665008	December 24, 2002

Abandoned Applications

COUNTRY	MARK	SERIAL NUMBER	APPLICATION DATE
US	CLOVER	75-807,642	September 24, 1999

Common Law Marks And Names

CLOVER ABSOLUTE RETURN LLC
CLOVER CAPITAL QSC COMMON FUND, LLC
CLOVER FOCUS SERIES: INCOME PLUS FUND, LP
CLOVER INCOME PLUS LP
CLOVER MICROMAX FUND, LLC
CLOVER ABSOLUTE RETURN FUND, LLC
CLOVER MICROMAX LLC
CLOVER CAPITAL CORE FIXED INCOME COMMON FUND, LLC
CLOVER CAPITAL TAX MANAGED FIXED INCOME COMMON FUND, LLC
CLOVER CAPITAL ENHANCED SMALL CAP VALUE EQUITY COMMON FUND, LLC
CLOVER CAPITAL ENHANCED SMALL CAP VALUE EQUITY FUND GROUP TRUST
CLOVER CAPITAL CORE FIXED INCOME FUND GROUP TRUST
CLOVER CAPITAL MID CAP VALUE EQUITY COMMON FUND, LLC
CLOVER CAPITAL MID CAP VALUE EQUITY FUND GROUP TRUST
CLOVER CAPITAL MULTI CAP VALUE EQUITY COMMON FUND LLC
CLOVER CAPITAL MULTI CAP VALUE EQUITY FUND GROUP TRUST

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RECORDED: 12/05/2008

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