

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
Lehman Brothers Inc.		09/19/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Lehman ALI, Inc.		
Street Address:	1271 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10020		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	2436747	50/50 PORTFOLIO	
Serial Number:	78912009	ANTI-BENCHMARK	
Registration Number:	3477772	CMAP	
Serial Number:	74618072	PRECISION ALLOCATION STRATEGY	
Registration Number:	1694800	THE ADVISORS FUND L.P.	
Serial Number:	75789697	U.S. STRATEGY PORTFOLIO	
CORRESPONDENCE DATA			
Fax Number:	(212)310-8007		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	vigdis.bronder@weil.com, beth.akers@weil.com		
Correspondent Name:	Weil, Gotshal & Manges LLP		
Address Line 1:	767 Fifth Avenue		
Address Line 4:	New York, NEW YORK 10153		
ATTORNEY DOCKET NUMBER:	58399.0003 V. BRONDER		

CH \$165.00 2436747

NAME OF SUBMITTER:	Vigdis Bronder
Signature:	/Vigdis Bronder/
Date:	01/29/2009

Total Attachments: 11

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is delivered effective as of this 19th day of September, 2008 ("Effective Date") by Lehman Brothers, Inc. ("Assignor") to and in favor of Lehman ALI, Inc. ("Assignee").

WHEREAS, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of the Assignor's rights, title and interest in any jurisdiction throughout the world in and to all of the intellectual property owned by Assignor related to the investment management business of Assignor and its affiliates ("Assigned Intellectual Property"), including without limitation, the trademarks and trademark registrations listed on Schedule A hereto (the "Assigned Trademarks"); the patents and patent applications listed on Schedule B hereto (the "Assigned Patents") and the copyrights listed on Schedule C hereto (the "Assigned Copyrights");

NOW, THEREFORE, in consideration of the execution and delivery of a Note, dated the date hereof, in substantially the form attached hereto as **Exhibit A**, Assignor agrees to assign and transfer the Assigned Intellectual Property to Assignee.

1. **Assignment of Transferred Intellectual Property.** Assignor hereby sells, assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Purchased Intellectual Property, together with any and all goodwill connected with and symbolized by the Purchased Intellectual Property, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, as assignee of its entire right, title and interest therein and in and to all income, royalties, damages and payments now or hereafter due or payable with respect thereto in and to all causes of action (either in law or in equity) and the right to sue, counterclaim, and recover for past, present and future infringement of the rights assigned or to be assigned under this Assignment.

2. **Further Assurances.** Assignor hereby covenants and agrees that, at any time and from time to time after the date of this Assignment, at Assignee's request, Assignor shall use all reasonable efforts to take, or cause to be taken, all appropriate action, to do or cause to be done all things necessary, proper or advisable under applicable Law, and to execute and deliver such documents and other papers, as may be required to grant, sell, convey, assign, transfer, set over to Assignee any of the Purchased Intellectual Property.

3. **Recordation of Assignment.** Assignor hereby requests the Commissioner of Patents and Trademarks and the Copyright Office and the corresponding entities or agencies in any applicable foreign country, to record, as applicable, Assignee as the Assignee and owner of the applicable Purchased Intellectual Property.

4. **No Third Party Beneficiaries.** This Assignment shall be binding upon and inure solely to the benefit of the Assignee and its permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person, any legal or equitable right, benefit or remedy of any nature whatsoever, under or by reason of this Assignment.

5. **Severability.** If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any Law or public policy, all other terms and provisions of this Assignment shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to either Assignor or Assignee. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated by this Assignment are consummated as originally contemplated to the greatest extent possible.

6. **Governing Law.** This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York without regard to conflicts of law provisions thereof.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed in duplicate originals by their duly authorized representative as of the day and year first above written.

Assignor

Assignee


Lehman Brothers, Inc.

Lehman ALI, Inc.

By: 
Name: Charles Kwalwasser
Title: Vice President

By: _____
Name: _____
Title: _____

Sworn to and subscribed before me
this 19th day of September, 2008


Notary Public

JOSEPH POLIZZOTTO
Notary Public, State of New York
No. 24-PO 4740155
Qualified in Kings County
Commission Expires ~~March 31, 2009~~ 2009
My Commission Expires: _____

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed in duplicate originals by their duly authorized representative as of the day and year first above written.

Assignor

Lehman Brothers, Inc.

By: _____

Name:

Title:

Assignee

Lehman ALI, Inc.

By: DAVID J. GLETT

Name: DAVID J. GLETT

Title: DIRECTOR

Sworn to and subscribed before me
this ~~19th~~ day of ~~September~~, 2008

15th OCTOBER
[Signature]

Notary Public

My Commission Expires: January 29, 2011

Luba Kerod
Notary Public State of New York
No. 01KE4818017
Qualified in New York County
Commission Expires January 29, 2011

Exhibit A

PIK NOTE
AND SECURITY AGREEMENT
(this "PIK Note")

September 19, 2008
New York, New York

FOR VALUE RECEIVED, the undersigned, [____], a [____] (the "Company"), hereby promises to pay to LEHMAN BROTHERS INC., or assigns (the "Holder"), the principal sum of an amount in United States dollars equal to the fair market value of the Acquired Assets (as defined below) as of the date hereof as determined by Lazard Ltd. ("Lazard"), pursuant to a methodology mutually agreed upon between the Holder and Lazard, and which fair market value is specified in writing to the Company and the Holder by Lazard, with interest (computed on the basis of a 360-day year comprised of twelve 30-day month) on the unpaid balance thereof at the rate of eight percent (8%) per annum from the date hereof, payable semi-annually in arrears on the last business day of November and May in each year (each, an "Interest Payment Date"), commencing with November 30, 2008, until the principal sum hereof is paid in full. In lieu of cash, at the Company's option payment of interest due in whole or in part on each Interest Payment Date may be capitalized, with such accrued interest (the "Interest Accrual") being added to the principal amount of this PIK Note on the applicable Interest Payment Date.

- 1. Security Interest.** The Company, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, mandatory prepayment, upon demand or otherwise) of the Company's obligations under this PIK Note, hereby collaterally assigns, mortgages and hypothecates to the Holder a first priority lien on and security interest in all of its right, title and interest in, to and under the Acquired Assets and all Proceeds of the Acquired Assets (the "Collateral"). The Company covenants to deliver to the Holder any Collateral consisting of Certificated Securities.
- 2. Place of Payment.** Payments of principal of and interest on this PIK Note shall be made at such place as the Holder shall designate to the Company in writing, in lawful money of the United States of America.
- 3. Mandatory Prepayments Upon Certain Sales.** The Company covenants that it will not consummate any sale, lease conveyance or other disposition (a "Sale") of any Acquired Assets, unless the Company pays to the Holder, within one (1) business day of the receipt thereof, 100% the net cash proceeds from such Sale in prepayment of this PIK Note. In the event that any non-cash consideration is received in connection with any Sale of any Acquired Assets, the Company covenants that it will not consummate any Sale of any such non-cash consideration, unless the Company pays to the Holder, within one (1) business day of the receipt thereof, 100% of the net cash proceeds from such Sale of non-cash consideration in prepayment of this PIK Note (and to

the extent that further non-cash consideration is received in consideration for Sales of non-cash consideration, the covenant in this sentence shall apply to Sales of such further non-cash consideration). In the event that the Company engages in a Sale of any Acquired Assets (or non-cash consideration received from a prior Sale of Acquired Assets) together with a sale of assets other than Acquired Assets (or such non-cash consideration), the Appraiser shall determine the amount of the consideration (and net cash proceeds) allocable to such Acquired Assets (or non-cash consideration) from such Sale. All payments of net cash proceeds of Sales to the Holder shall be applied to reduce the principal amount of this PIK Note. Notwithstanding the foregoing provisions of this Section 3, the Company shall not be required to pay to the Holder any amounts in excess of the principal amount of this PIK Note pursuant to this Section 3.

4. **Demand Right.** The Company promises to pay to the Holder from time to time, upon demand by the Holder, an amount equal to up to the aggregate amount of cash payments that the Company has received pursuant to the terms of any Acquired Asset that it has not theretofore paid to the Holder pursuant to this Section 4. Any payment to the Holder pursuant to this Section 4 shall be applied to reduce the principal amount of this PIK Note. Notwithstanding the foregoing provisions of this Section 4, the Company shall not be required to pay to the Holder any amounts in excess of the principal amount of this PIK Note pursuant to this Section 4.

5. **Assignment and Assumption Agreement.** This PIK Note is issued pursuant to an Assignment and Assumption Agreement, dated as of September 19, 2008 (as such agreement is amended, supplemented, restated or otherwise modified from time to time, the “**Assignment and Assumption Agreement**”), between the Company and the Holder.

6. **Defined Terms.** As used in this PIK Note, the following capitalized terms have the meanings specified below (other capitalized terms used and not otherwise defined herein have the meanings assigned to them in the Assignment and Assumption Agreement):

“**Acquired Assets**” means the assets transferred to the Company pursuant to the Assignment and Assumption Agreement.

“**Appraiser**” shall mean Lazard; provided that if Lazard is unwilling or unable to perform the function specified in Section 3 of this PIK Note, “Appraiser” shall mean such other nationally recognized investment banking firm mutually agreed to by the Company and the Holder.

“**Certificated Securities**” means any certificated security as defined under the UCC.

“**Proceeds**” means any proceeds as defined under the UCC.

“**UCC**” means the Uniform Commercial Code as in effect in the State of New York.

7. **Limitation on Interest Payable.** The Company the Holder of this PIK Note specifically intend and agree to limit contractually the amount of interest payable under this PIK Note to the maximum amount of interest lawfully permitted to be charged under applicable law. Therefore, none of the terms of this PIK Note shall ever be construed to create a contract to pay interest at a rate in excess of the maximum rate permitted to be charged under applicable law, and neither the

Company nor any other party liable or to become liable hereunder shall ever be liable for interest in excess of the amount determined at such maximum rate.

8. **Miscellaneous.** Whenever possible, each provision of this PIK Note shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this PIK Note is held to be prohibited by or invalid under applicable law in any jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating any other provision of this PIK Note.

The Holder may at any time and from time to time without consent of the Company assign all or any portion of its rights under this PIK Note.

THIS PIK NOTE IS INTENDED TO BE PERFORMED IN THE STATE OF NEW YORK AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAW OF SUCH STATE.

[_____]

By: _____
Name:
Title:

Schedule A

Assigned Trademarks

Trademark	Jurisdiction	Application Number	Registration Number
50/50 PORTFOLIO	USA	75/874531	2436747
ANTI-BENCHMARK	UAE	89371	
ANTI-BENCHMARK	Switzerland	890087	890087
ANTI-BENCHMARK	CTM	890087	890087
ANTI-BENCHMARK	Japan	890087	890087
ANTI-BENCHMARK	Norway	890087	890087
ANTI-BENCHMARK	Singapore	890087	890087
ANTI-BENCHMARK	Madrid Agreement & Protocol (TM)	890087	890087
ANTI-BENCHMARK	Canada	1305992	
ANTI-BENCHMARK	Hong Kong	300663516	300663516
ANTI-BENCHMARK	USA	78/912009	
CMAP	USA	77/245260	3477772
FURNO & DEL CASTANO CAPITAL PARTNERS LLP	UK	2365987	2365987
FURNO & DEL CASTANO CAPITAL PARTNERS LLP	Spain	2603122	2603122
FURNO & DEL CASTANO CAPITAL PARTNERS LLP	Germany	30436765	30436765
FURNO & DEL CASTANO CAPITAL PARTNERS LLP	France	43298476	43298476

Trademark	Jurisdiction	Application Number	Registration Number
FURNO & DEL CASTANO CAPITAL PARTNERS LLP	Italy	RM2004C004105	
PRECISION ALLOCATION STRATEGY	USA	74/618072	
THE ADVISORS FUND L.P.	USA	74/050806	1694800
U.S. STRATEGY PORTFOLIO	USA	75/789697	

Schedule B

Patents

Application Title	Country	Application #	Publication #	Parent #
PRODUCT MODELING ENGINE	US	60/758,832		
METHOD AND SYSTEM FOR INTEGRATING CALCULATION AND PRESENTATION TECHNOLOGIES	US	11/652,900	2007-0168868 A1	
METHOD AND SYSTEM FOR INTEGRATING CALCULATION AND PRESENTATION TECHNOLOGIES	WO	PCT/US07/00821	WO 2007/084362	
METHOD AND SYSTEM FOR INTEGRATING CALCULATION AND PRESENTATION TECHNOLOGIES	EP	07718123.8		
METHOD AND SYSTEM FOR INTEGRATING CALCULATION AND PRESENTATION TECHNOLOGIES	JP			
SYSTEM AND METHOD FOR GENERATING CUSTOMIZED REPORTS	US	11/601,435	2008-0120323 A1	
SYSTEM AND METHOD FOR GENERATING CUSTOMIZED REPORTS	WO	PCT/US06/44869	WO 2008/063164	

Schedule C

Copyrights

None.

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