

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
Lehman ALI Inc.		05/01/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Neuberger Berman Group LLC		
Street Address:	605 Third Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10158		
Entity Type:	LIMITED LIABILITY COMPANY:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3477772	CMAP	
CORRESPONDENCE DATA			
Fax Number:	(312)616-5700		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312-616-5600		
Email:	trademark@leydig.com		
Correspondent Name:	James D. Zalewa, Leydig, Voit & Mayer		
Address Line 1:	Two Prudential Plaza, 180 N. Stetson		
Address Line 2:	Suite 4900		
Address Line 4:	Chicago, ILLINOIS 60601-6731		
ATTORNEY DOCKET NUMBER:	267099		
NAME OF SUBMITTER:	James D. Zalewa		
Signature:	/James D. Zalewa/		
Date:	06/05/2009		

CH \$40.00 3477772

Total Attachments: 5

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT, dated as of May 1, 2009 (this "Agreement"), by and between Lehman ALI Inc., a Delaware corporation (the "Assignor"), and Neuberger Berman Group LLC, a Delaware limited liability company (the "Assignee"). Assignor and Assignee are each a "Party" and together the "Parties."

W I T N E S S E T H :

WHEREAS, Assignor and Assignee and/or their Affiliates are parties to a Unit Purchase Agreement dated as of December 1, 2008, as amended by the Amendment to the Unit Purchase Agreement, dated as of December 19, 2008 (as may be further amended, modified and supplemented from time to time, the "Unit Purchase Agreement"), pursuant to which the Assignee has agreed to acquire all of the Assignor's right, title and interest in and to all of the Purchased Intellectual Property, including, without limitation, the trademark registrations and trademark applications listed on the attached Schedule A (the "Assigned Trademarks"), as more fully described in the Unit Purchase Agreement and upon the terms and conditions set forth therein;

WHEREAS, this Agreement will further memorialize and confirm the assignment of the Assigned Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged:

1. Assignor hereby sells, transfers, conveys, assigns and delivers (or shall cause to be sold, transferred, conveyed, assigned and delivered) to Assignee and its successors and assigns, and Assignee purchases, acquires and accepts from Assignor, all of Assignor's and its applicable Subsidiaries' right, title and interest, free and clear of all Liens pursuant to Section 363(f) of the Bankruptcy Code, in, to and under all of the Assigned Trademarks and the goodwill of the business in connection with which said marks are used and which are symbolized by said marks, together with all rights derived therefrom, including statutory, common law and contractual rights, in, to and under the Assigned Trademarks, the same to be held and enjoyed by Assignee for its own use and enjoyment and the use and enjoyment of its successors and assigns to the end of the term or terms for which the Assigned Trademarks are granted or reissued or extended as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, and in and to all income, royalties, damages and payments now or hereafter due or payable with respect to the Assigned Trademarks, including in and under 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 under this Agreement.
2. For intent-to-use U.S. applications included in the Assigned Trademarks, the Parties acknowledge that that portion of the business and goodwill of Assignor and its Subsidiaries to which the Assigned Trademarks pertain is ongoing and existing and is being transferred to Assignee.

3. Each Party to this Agreement hereby acknowledges and agrees that, except as set forth in the Unit Purchase Agreement, the transactions contemplated by this Agreement are made without representations or warranties of any kind.
4. Each party will take any and all actions, including the execution of certificates, documents or instruments, necessary or appropriate to give effect to the terms and conditions set forth in this Agreement. Without limiting the foregoing, the Assignor will execute all documents and assist in all proceedings necessary to perfect, register, or record the rights of the Assignee to the Assigned Trademarks with the relevant authority at the United States Patent and Trademark Office and/or the applicable foreign authorities. If Assignor does not, within 15 days of its receipt thereof, return the requested executed documents, then Assignee is hereby granted a limited power of attorney to execute such documents on behalf of Assignor. This power of attorney is coupled with an interest and is irrevocable.
5. This Agreement and any of the provisions hereof may not be amended or modified except by a document in writing and signed by each Party hereto.
6. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and assigns.
7. This Agreement and the rights and obligations of the Parties hereunder shall be governed by, and construed in accordance with, the internal laws of the State of New York, without regard to the provisions thereof regarding conflicts of law that would result in the application of the laws of another jurisdiction.
8. All capitalized terms not otherwise defined in this Agreement, as used in this Agreement, will have the respective meanings set forth in the Unit Purchase Agreement.
9. This Agreement is being executed and delivered pursuant to the Unit Purchase Agreement. Nothing in this Agreement shall limit Assignee's rights to the Purchased Intellectual Property under the Unit Purchase Agreement. This Agreement does not amend or otherwise modify or limit any of the provisions of the Unit Purchase Agreement (including, without limitation, Section 8.1 of the Unit Purchase Agreement). In the event of a conflict between any provision of this Agreement and any provision of the Unit Purchase Agreement, the provisions of the Unit Purchase Agreement shall prevail.
10. This Agreement may be executed (including by facsimile transmission) with counterpart signature pages or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument and shall become effective when counterpart signature pages or counterparts have been signed by each Party hereto and delivered to the other Party hereto.

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IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

ASSIGNOR:

LEHMAN ALI INC.

By: 

Name: BAYAN MARSAL

Title:

ASSIGNEE:

NEUBERGER BERMAN GROUP LLC

By: _____

Name: William Fox

Title: Chief Financial Officer, Controller and
Senior Vice President

[SIGNATURE PAGE TO IP ASSIGNMENT FROM LEHMAN ALI INC. TO NBG]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized, as of the date first written above.

ASSIGNOR:

LEHMAN ALI INC.

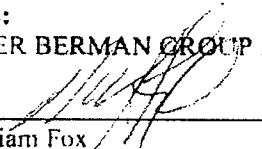
By: _____

Name:

Title:

ASSIGNEE:

NEUBERGER BERMAN GROUP LLC

By: _____ 

Name: William Fox

Title: Chief Financial Officer, Controller and
Senior Vice President

[SIGNATURE PAGE TO IP ASSIGNMENT FROM LEHMAN ALI INC. TO NBG]

Schedule A

Assigned Trademarks

Title	Country	Appl. No.	Reg. No.	Owner
CMAP	USA	77/245260	3477772	Lehman ALI Inc.
50/50 PORTFOLIO	USA	75/874531	2436747	Lehman ALI Inc.
PRECISION ALLOCATION STRATEGY	USA	74/618072		Lehman ALI Inc.
THE ADVISORS FUND L.P.	USA	74/050806	1694800	Lehman ALI Inc.
U.S. STRATEGY PORTFOLIO	USA	75/789697		Lehman ALI Inc.