

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
Merrill Lynch & Co. Foundation, Inc.		06/29/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Merrill Lynch & Co., Inc.		
Street Address:	4 World Financial Center		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10080		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2614624	INVESTING PAYS OFF	
Registration Number:	2617352	IPO	
Registration Number:	1588153	SCHOLARSHIPBUILDER	
CORRESPONDENCE DATA			
Fax Number:	(202)737-3330		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	trademark@aegislawgroup.com		
Correspondent Name:	Oliver Garcia		
Address Line 1:	901 F Street, NW		
Address Line 2:	Suite 500		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20004		
NAME OF SUBMITTER:	Oliver Garcia		
Signature:	/olivergarcia/		

OP \$90.00 2614624

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**TRADEMARK
 REEL: 004015 FRAME: 0916**

Date:

07/01/2009

Total Attachments: 3

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TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (the "Agreement") is made and entered into by and between Merrill Lynch & Co., Inc. ("Merrill Lynch") and Merrill Lynch & Co. Foundation, Inc. ("ML&Co. Foundation"), with an effective date of June 11, 2009 (the "Effective Date").

WHEREAS ML&Co. Foundation and Merrill Lynch desire to memorialize the conveyance, transfer, and assignment to Merrill Lynch of all of its right, title, and interest in and to the Marks as identified in Schedule A to this agreement (Collectively the "ML&Co. Foundation Marks"), together with the goodwill of the business symbolized thereby in connection with the services on which the ML&Co. Foundation Marks are used;

NOW, THEREFORE, in consideration of the mutual promises set forth below and for other good and valuable consideration, the receipt of which is hereby acknowledged, ML&Co. Foundation and Merrill Lynch hereby agree as follows:

1. **Assignment.** As of the Effective Date of this Agreement, ML&Co. Foundation hereby sells, assigns, transfers and conveys to Merrill Lynch the entire right, title, interest in and to the ML&Co. Foundation Marks in the United States and all jurisdictions outside the United States, together with the goodwill of the business connected with and symbolized by the ML&Co. Foundation Marks (including, without limitation, the right to renew any registrations included in the ML&Co. Foundation Marks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the ML&Co. Foundation Marks, and any priority right that may arise from the ML&Co. Foundation Marks), the same to be held and enjoyed by Merrill Lynch as fully and entirely as said interest could have been held and enjoyed by ML&Co. Foundation had this sale, assignment, transfer and conveyance not been made.
2. **Recordation, Necessary Documents.** ML&Co. Foundation authorizes the Commissioner of Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and in any applicable jurisdictions outside the United States to record the transfer of the registrations and/or applications for registration for the ML&Co. Foundation Marks to Merrill Lynch as assignee of ML&Co. Foundation's entire right, title and interest therein. Merrill Lynch agrees to further execute any documents reasonably necessary to effect this assignment or to confirm Merrill Lynch's ownership of the ML&Co. Foundation Marks.
3. **Multiple Copies.** This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts taken together shall constitute one and the same instrument. Each counterpart may be delivered by facsimile transmission, which transmission shall be deemed delivery of an originally executed document.

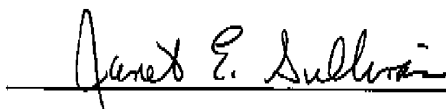
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date below.

MERRILL LYNCH & CO.
FOUNDATION, INC.

MERRILL LYNCH & CO., INC.

By:

By:



Name: Michael F. Shrive

Name: Janet E. Sullivan

Title: SVP

Title: Vice President

Date: 6/29/09

Date: 6/12/2009

SCHEDULE A: ML&CO. FOUNDATION MARKS

Trademark	Application No.	Registration Date	Registration No.
INVESTING PAYS OFF	76/227,366	9/3/2002	2,614,624
IPO	76/227,489	9/10/2002	2,617,352
SCHOLARSHIPBUILDER	73/802,639	3/20/1990	1,588,153