

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 Commodities, 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: 1

Property Type	Number	Word Mark
Registration Number:	3181459	WPI

CORRESPONDENCE DATA

Fax Number: (202)737-3330
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 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/
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 Commodities, Inc. ("Merrill Lynch Commodities"), with an effective date of June 11, 2009 (the "Effective Date").

WHEREAS Merrill Lynch Commodities 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 "Merrill Lynch Commodities Marks"), together with the goodwill of the business symbolized thereby in connection with the services on which the Merrill Lynch Commodities 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, Merrill Lynch Commodities and Merrill Lynch hereby agree as follows:

1. **Assignment.** As of the Effective Date of this Agreement, Merrill Lynch Commodities hereby sells, assigns, transfers and conveys to Merrill Lynch the entire right, title, interest in and to the Merrill Lynch Commodities 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 Merrill Lynch Commodities Marks (including, without limitation, the right to renew any registrations included in the Merrill Lynch Commodities Marks, the right to apply for trademark registrations within or outside the United States based in whole or in part upon the Merrill Lynch Commodities Marks, and any priority right that may arise from the Merrill Lynch Commodities 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 Merrill Lynch Commodities had this sale, assignment, transfer and conveyance not been made.
2. **Recordation, Necessary Documents.** Merrill Lynch Commodities 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 Merrill Lynch Commodities Marks to Merrill Lynch as assignee of Merrill Lynch Commodities' 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 Merrill Lynch Commodities 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
COMMODITIES, INC.

MERRILL LYNCH & CO., INC.

By:

By:

David L Owen

Janet E. Sullivan

Name: *David L Owen*

Name: *Janet E. Sullivan*

Title: *MD*

Title: *Vice President*

Date: *6/23/09*

Date: *6/29/09*

SCHEDULE A: MERRILL LYNCH COMMODITIES MARKS

Trademark	Application No.	Registration Date	Registration No.
WPI	78/156,048	12/5/2006	3,181,459