

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Merrill Lynch, Pierce, Fenner & Smith, Inc.		06/23/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Merrill Lynch & Co., Inc.		
<b>Street Address:</b>	4 World Financial Center		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10080		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	1750087	BROADCORT	
Registration Number:	3459050	ELEMENTS	
Registration Number:	3459051		
Registration Number:	3454880	ELEMENTS	
Registration Number:	3454879	ELEMENTS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)737-3330		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Email:</b>	trademark@aegislawgroup.com		
<b>Correspondent Name:</b>	Oliver Garcia		
<b>Address Line 1:</b>	901 F Street, NW		
<b>Address Line 2:</b>	Suite 500		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20004		
<b>NAME OF SUBMITTER:</b>	Oliver Garcia		

OP \$140.00 1750087

Signature:	/olivergarcia/
Date:	07/01/2009
Total Attachments: 3 source=MLPF&S#page1.tif source=MLPF&S#page2.tif source=MLPF&S#page3.tif	

## **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, Pierce, Fenner & Smith, Inc. ("MLPF&S"), with an effective date of June 11, 2009 (the "Effective Date").

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

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

MERRILL LYNCH & CO., INC.

By:

By:

*Gale K. Chang*  
Name: *Gale K. Chang*  
Title: *Secretary*  
Date: *June 17, 2009*

*Janet E. Sullivan*  
Name: *Janet E. Sullivan*  
Title: *Vice President*  
Date: *June 23, 2009*

**SCHEDULE A: MLPF&S MARKS**

<b>Trademark</b>	<b>Application No.</b>	<b>Registration Date</b>	<b>Registration No.</b>
BROADCORT	74/205,081	2/2/1993	1,750,087
ELEMENTS	77/155,501	7/1/2008	3,459,050
ELEMENTS DESIGN MARK	77/155,628	7/1/2008	3,459,051
ELEMENTS TEXT AND DESIGN MARK	77/155,573	6/24/2008	3,454,880
ELEMENTS COLOR TEXT AND DESIGN MARK	77/155,562	6/24/2008	3,454,879