

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	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>
Legg Mason, Inc.		08/20/2009	CORPORATION: MARYLAND
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ClearBridge Advisors, LLC		
<b>Street Address:</b>	620 Eighth Avenue		
<b>Internal Address:</b>	48th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10018		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3486390	CLEARBRIDGE ADVISORS	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(410)580-3042		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(410) 580-4042		
Email:	tracy.bacigalupo@dlapiper.com		
Correspondent Name:	Tracy A. Bacigalupo		
Address Line 1:	6225 Smith Avenue		
Address Line 4:	Baltimore, MARYLAND 21209		
ATTORNEY DOCKET NUMBER:	CLEARBRIDGE/TRADEMARK		
NAME OF SUBMITTER:	Tracy A. Bacigalupo		
Signature:	/tracy bacigalupo/		
Date:	08/27/2009		

CH \$40.00 3486390

Total Attachments: 2

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## TRADEMARK ASSIGNMENT

**THIS TRADEMARK ASSIGNMENT** (this "Assignment") is entered into this 20<sup>th</sup> day of August, 2009, by and between Legg Mason, Inc., a Maryland corporation ("Assignor"), and ClearBridge Advisors, LLC, a Delaware limited liability company ("Assignee").

### WITNESSETH:

**WHEREAS**, Assignor is the current owner of record of United States trademark registration Registration No. 3486390 (the "Registration") for the trademark CLEARBRIDGE ADVISORS (the "Mark"); and

**WHEREAS**, Assignee desires to obtain from Assignor, and Assignor desires to transfer, assign and otherwise convey to Assignee, any and all of Assignor's rights, title and interest in, to and under the Mark, and the goodwill associated therewith, including the Registration.

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee, intending to be legally bound, agree as follows:

1. Assignor does hereby transfer, assign and otherwise convey to Assignee, and Assignee hereby accepts the assignment and transfer of, all of Assignor's right, title and interest in, to and under: (a) the Mark, together with the goodwill associated with and symbolized by the Mark, and all marks consisting of or comprising the Mark, and the Registration, including any registrations, renewals and extensions thereof that may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, together with all income, royalties or payments due or payable with respect to the Mark as of the date hereof; and (b) all rights to sue for the infringement of the foregoing rights, including all claims for damages by reason of past, present or future infringement or other unauthorized use of the Mark, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, affiliates or other legal representatives.

2. Assignor hereby agrees to perform all acts reasonably necessary and appropriate to vest in Assignee, or to its successors and assigns, the rights hereby transferred including, but not limited to, filing assignment documents in recordable form in each jurisdiction where trademark registrations or applications may be issued or pending, and to promptly execute all papers and to perform such other necessary and appropriate acts as may be reasonably requested by Assignee in order to obtain assignment documents in recordable form and to vest the rights, title and interest hereby transferred.

3. This Assignment shall be governed and construed according to the laws of the State of Maryland, United States of America, as if it were wholly executed and wholly performed within the State of Maryland without reference to its conflicts of laws provisions, and the trademark laws of the United States of America, as applicable.

4. This Assignment shall inure to the benefit of the successors and assigns of Assignee, and shall be binding upon the successors and assigns of Assignor.

IN WITNESS WHEREOF, the parties have executed this Assignment by their duly authorized representatives as of the date first written above.

ASSIGNOR:  
LEGG MASON, INC.

By: [Signature]  
Joseph Sullivan, Chief Administrative Officer

STATE OF MARYLAND) ) SS.  
CITY OF BALTIMORE)

On this 5<sup>th</sup> day of August, 2009, there appeared before me Joe Sullivan, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed with full authority to do so.

[Signature] 8/25/09  
Notary Public

KBT

ASSIGNEE:  
CLEARBRIDGE ADVISORS, LLC

By: [Signature]  
Terrence Murphy, Chief Operating Officer

STATE OF NEW YORK) ) SS.  
COUNTY OF NEW YORK)

On this 20<sup>th</sup> day of August, 2009, there appeared before me Terrence Murphy, personally known to me, who acknowledged that he/she signed the foregoing Assignment as his/her voluntary act and deed with full authority to do so.

[Signature]  
Notary Public

BARBARA BROOKE MANNING  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 02 MA 4999752  
Qualified in Kings County  
My Commission Expires 12/31/2010  
TRADEMARK