TRADEMARK ASSIGNMENT

Electronic Version v1.1

09/11/2009 900142992

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
Tanglewood Holdings, LLC		08/28/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	UBS AG	
Street Address:	Bahnhofstrasse 45	
City:	Zurich	
State/Country:	SWITZERLAND	
Postal Code:	CH-8001	
Entity Type:	CORPORATION: SWITZERLAND	

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Serial Number:	77425773	PAINEWEBBER

CORRESPONDENCE DATA

Fax Number:

(202)663-8007

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone:

(202) 663-8000

Email:

va-logocops@pillsburywinthrop.com

Correspondent Name:

Stephanie F. Goeller

Address Line 1: Address Line 2:

2300 N Street NW

Pillsbury Winthrop Shaw Pittman LLP

Address Line 4:

Washington, DISTRICT OF COLUMBIA 20037

ATTORNEY DOCKET NUMBER:

92005/24

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

USPTO

9/15/2009 9:02:22 AM PAGE

4/006 Fax Server

TO:STEPHANIE F. GOELLER COMPANY:2300 N STREET NW

Address Line 3: Address Line 4:			
NAME OF SUBMITTER:	Stephanie F. Goeller		
Signature:	/Stephanie F. Goeller/		
Date:	09/11/2009		
Total Atlachments: 2 source=ASSIGNMENT#page1.tif source=ASSIGNMENT#page2.tif			

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT, made effective as of the date signed below, by and among Tanglewood Holdings, LLC, a Delaware limited liability company, with an address at 3 Big Shop Lange, Ridgefield, CT 06877 (the "Assignor"), and UBS AG, a corporation organized under the laws of Switzerland, with an address at Bahnhofstrasse 45 Zurich Switzerland, CH-8001 (the "Assignee").

- 1. Assignor owns all right, title, and interest to United States Trademark Application
 No. 77/425773 for the mark PAINEWEBBER ("the Trademark") for financial services, namely,
 residential mortgage planning and real estate agency services for home buyers and sellers.
 Assignor wishes to assign its right, title, and interest to the Trademark to Assignee.
- 2. NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign to Assignee, its successors, assigns, and legal representatives, its entire, full, and exclusive right, title, and interest in and to the Trademark, together with the good will of the business symbolized by the Trademark and the application therefor.
- 3. Assignor also hereby represents that Assignee is the successor to the portion of Assignor's business to which the Trademark pertains.
- 4. Each Party to this Agreement represents and warrants that it is under no disability, restriction, or prohibition affecting its ability to execute this Agreement or to perform its obligations hereunder and that the person designated below to sign on its behalf has the right, power, and authority to enter into and agree to the terms and conditions of this Agreement.

na an an

TO:STEPHANIE F, COELLER COMPANY: 2300 N STREET NW

 $\rho_{\rm sh}^{(1)}$

 $\lambda \mathbf{L}$

- The Parties agree that this Agreement is valid, legal, and binding and that this 5. Agreement does not contravene any other agreement(s) to which Assignor and Assignee is a party or its certificate of incorporation or bylaws.
- 6. Each Party acknowledges that it has had the benefit and advice of independent legal counsel in connection with this Agreement and understands the meaning of each term of this Agreement and the consequences of signing this Agreement.
- This Agreement will benefit and bind the Parties and their respective subsidiaries, 7. partners, heirs, successors, assigns, licensees and affiliates. The rights and duties of this Agreement shall be binding on the Parties and their respective successors, assigns, and licensees.
- This Agreement contains the entire agreement between the Parties and supersedes any previous communications, representations, or agreements, verbal or written, relating to the subject matter of this Agreement. This Agreement may only be amended by a writing signed by both Parties.

TANGLEWOOD HOLDINGS, LLC

Trademark Assignment DOC

TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT, made effective as of the date signed below, by and among Tanglewood Holdings, LLC, a Delaware limited liability company, with an address at 3 Big Shop Lange, Ridgefield, CT 06877 (the "Assignor"), and UBS AG, a corporation organized under the laws of Switzerland, with an address at Bahnhofstrasse 45 Zurich Switzerland, CH-8001 (the "Assignee").

- 1. Assignor owns all right, title, and interest to United States Trademark Application No. 77/425773 for the mark PAINEWEBBER ("the Trademark") for financial services, namely, residential mortgage planning and real estate agency services for home buyers and sellers.

 Assignor wishes to assign its right, title, and interest to the Trademark to Assignee.
- 2. NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign to Assignee, its successors, assigns, and legal representatives, its entire, full, and exclusive right, title, and interest in and to the Trademark, together with the good will of the business symbolized by the Trademark and the application therefor.
- 3. Assignor also hereby represents that Assignee is the successor to the portion of Assignor's business to which the Trademark pertains.
- 4. Each Party to this Agreement represents and warrants that it is under no disability, restriction, or prohibition affecting its ability to execute this Agreement or to perform its obligations hereunder and that the person designated below to sign on its behalf has the right, power, and authority to enter into and agree to the terms and conditions of this Agreement.

- 5. The Parties agree that this Agreement is valid, legal, and binding and that this Agreement does not contravene any other agreement(s) to which Assignor and Assignee is a party or its certificate of incorporation or by
- 6. Each Party acknowledges that it has had the benefit and advice of independent legal counsel in connection with this Agreement and understands the meaning of each term of this Agreement and the consequences of signing this Agreement.
- 7. This Agreement will benefit and bind the Parties and their respective subsidiaries, partners, heirs, successors, assigns, licensees and affiliates. The rights and duties of this Agreement shall be binding on the Parties and their respective successors, assigns, and licensees.
- 8. This Agreement contains the entire agreement between the Parties and supersedes any previous communications, representations, or agreements, verbal or written, relating to the subject matter of this Agreement. This Agreement may only be amended by a writing signed by both Parties.

TANGLEWOOD HOLDINGS, LLC

Name: James Hastings

Title: MANGOR MEMETR

Date: 8-28-09

Trademark Assignment.DOC

RECORDED: 09/11/2009