

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 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
UBS AG		10/29/2009	CORPORATION: SWITZERLAND
RECEIVING PARTY DATA			
Name:	KeyCorp		
Street Address:	127 Public Square		
City:	Cleveland		
State/Country:	OHIO		
Postal Code:	44114		
Entity Type:	CORPORATION: OHIO		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	2832180	MCDONALDPRIME INSTITUTIONAL	
Registration Number:	2805102	MCDONALDPRIME	
Registration Number:	2804986	MCDONALDPRIME CONNECT	
Registration Number:	2849505	GRADISON MCDONALD FINANCIAL GROUP	
Registration Number:	2747372	MCDONALD FINANCIAL GROUP	
Registration Number:	2854083	MCDONALD ONLINE	
Registration Number:	2462055	MCDONALD ADVISOR	
Registration Number:	2377890	MCDONALD PRIVATE PORTFOLIO ADVISOR	
Registration Number:	2377889	MCDONALD ASSET CHOICE	
CORRESPONDENCE DATA			
Fax Number:	(202)663-8007		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	2026638000		
Email:	va-logocops@pillsburywinthrop.com		
Correspondent Name:	Patrick J. Jennings		

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TRADEMARK
 REEL: 004087 FRAME: 0367

CH \$240.00 2832180

Address Line 1: 2300 N Street, N.W.
Address Line 4: Washington, DISTRICT OF COLUMBIA 20037

ATTORNEY DOCKET NUMBER: 92005/000001

NAME OF SUBMITTER: Patrick J. Jennings

Signature: /Pat Jennings/

Date: 10/29/2009

Total Attachments: 5

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INTELLECTUAL PROPERTY ASSIGNMENT

This INTELLECTUAL PROPERTY ASSIGNMENT (this "Assignment"), effective the 1st day of November, 2009, is made and entered into by and between UBS AG ("Assignor") and Keycorp ("Assignee") (each a "Party," and collectively, the "Parties").

WHEREAS, Assignor is the owner of each of (i) the trademarks and service marks, and all registrations and applications thereon (including any and all goodwill symbolized thereby) set forth on Schedule A hereto, and (ii) the Internet domain name registrations set forth on Schedule B hereto (the "Domain Names") ((i)-(ii), collectively, the "Assigned Intellectual Property");

WHEREAS, Assignor and Assignee entered into that certain Third Amendment to Asset Purchase Agreement, dated as of October 27, 2009 (the "Amendment Agreement"), pursuant to which Assignee agreed to purchase the Assets from Assignor, including all of Assignor's right, title and interest in and to the Assigned Intellectual Property together with all goodwill relating to the Assigned Intellectual Property; and

NOW THEREFORE, for the consideration set forth in the Amendment Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Assignment. Effective upon Signing, Assignor hereby assign to Assignee all of Assignors' right, title and interest in and to the Assigned Intellectual Property, including all rights therein provided by international conventions and treaties, and the right to sue for past, present and future infringement thereof, together with all goodwill relating to the Assigned Intellectual Property.
2. Registrant Name Change Agreement. Within twenty (20) days following Signing, Assignor shall (i) execute or otherwise complete the applicable registrant name change agreement or other forms required by the applicable Internet domain name registrar for each Domain Name (the "Registering Authority") to transfer such Domain Name to Assignee on an expedited basis, and (ii) submit or file such registrant name change agreements or other forms to or with the Registering Authority. Assignor shall promptly take any further actions required to transfer such Domain Names to Assignee on an expedited basis, in accordance with the policies and rules of the Registering Authority.



3. Further Assurances. Assignor shall, at the cost and expense of Assignor, timely execute and deliver any additional documents and perform such additional acts necessary or desirable to record and perfect the interest of Assignee in and to the Assigned Intellectual Property, and shall not enter into any agreement in conflict with this Assignment.

4. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of New York.

5. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement.

IN WITNESS WHEREOF, each Party has caused this Assignment to be executed by its duly authorized representative.

ASSIGNOR:
UBS AG

ASSIGNEE:
KEYCORP

Zurich, 29 October 2009

By: _____

Name: Philipp E. Probst
Title: Director

By: _____

Name: Daniel A. Stoller
Title: ✓ Past Deputy General Counsel

By: _____

Name: Leo Longauer
Title: Executive Director

SCHEDULE A
(US Trademark Registrations)

Mark	Reg. No.	Services	Status
MCDONALDPRIME INSTITUTIONAL	2832180	Financial services, namely, personalized financial management and investment advisory services	Registered 4/13/04; renewal 4/13/10
MCDONALDPRIME	2805102	Investment advisory services, namely, advising businesses and individuals on portfolio management strategies	Registered 1/13/04; renewal 1/13/10
MCDONALDPRIME CONNECT	2804986	Personal financial investment services; investment consultation, brokerage and management services; financial management, planning and portfolio management services	Registered 1/13/04; renewal 1/13/10
GRADISON MCDONALD FINANCIAL GROUP	2849505	Banking and financial services, namely checking and savings account services; credit card services; lending services; electronic and on-line banking and financial services; investment consultation, brokerage and management services; financial management, planning and portfolio management services; insurance services, namely, providing solicitation and servicing of life, accident, health, property, casualty, marine, fixed annuity, variable life and annuity, credit, and consultative and administrative insurance services; investment advisory consultation; mutual fund investment services; retirement fund investment services; and small business lending services	Registered 6/1/04; renewal 6/1/10
MCDONALD FINANCIAL GROUP	2747372	Banking and financial services, namely checking and savings account services; credit card services; lending services; electronic and online banking and financial services; investment consultation, brokerage and management services; financial management, planning and portfolio management services; insurance services; investment advisory consultation; mutual fund investment services; retirement fund investment services; and small business lending services	Registered 8/5/03; renewal 8/5/09 (Renewal grace period 2/4/10)
MCDONALD ONLINE	2854083	Investment advisory services accessed via a global computer network	Registered 6/15/04; renewal 6/15/10
MCDONALD ADVISOR	2462055	Personal financial investment services, financial planning services, and financial and investment consulting services	Registered 6/19/01; renewal 6/19/11
MCDONALD PRIVATE PORTFOLIO ADVISOR	2377890	Financial planning and investment management	Registered 8/15/00; renewal 8/15/10
MCDONALD ASSET CHOICE	2377889	Financial planning and investment management	Registered 8/15/00; renewal 8/15/10

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Schedule A to the Intellectual Property Assignment (continued)

Unregistered Marks and Names:

McDonald Investments Inc.

McDonald Equity Partner

McDonald Equity Partner Strategic Portfolio

McDonald Advisor Managed

McDonald Investment Management Account

4.

SCHEDULE B
(Domain Name Registrations)

Domain Name	Paid Through Date	Status
mcdfig.com	2010-10-11	registered locked
mcdfinancial.com	2010-10-23	registered locked
mcdfinancialgroup.com	2010-10-01	registered locked
mcdinvest.com	2010-03-29	registered locked
mcdinvest.net	2010-01-31	registered locked
mcdinvest.org	2010-01-31	registered locked
mcdonald.info	2010-07-13	registered locked
mcdonaldadvisors.biz	2010-06-26	registered locked
mcdonaldadvisors.info	2010-06-27	registered locked
mcdonaldadvisors.net	2010-06-27	registered locked
mcdonaldadvisors.org	2010-06-27	registered locked
mcdonaldadvisors.us	2010-06-26	registered locked
mcdonaldfinancialadvisors.biz	2010-08-01	registered locked
mcdonaldfinancialadvisors.com	2010-08-02	registered locked
mcdonaldfinancialadvisors.info	2010-08-02	registered locked
mcdonaldfinancialadvisors.net	2010-08-02	registered locked
mcdonaldfinancialadvisors.org	2010-08-02	registered locked
mcdonaldfinancialadvisors.us	2010-08-01	registered locked
mcdonaldfinancialgroup.com	2010-10-16	registered locked
mcdonaldfinancialgroup.info	2010-06-30	registered locked
mcdonaldfinancialgroup.net	2010-06-30	registered locked
mcdonaldfinancialgroup.org	2010-06-30	registered locked
mcdonaldinvest.us	2010-06-26	registered locked
mcdonaldinvest.biz	2009-11-18	registered locked
mcdonaldinvest.com	2010-02-16	registered locked
mcdonaldinvest.info	2010-01-18	registered locked
mcdonaldinvest.net	2010-01-31	registered locked
mcdonaldinvest.org	2010-01-31	registered locked
mcdonaldinvest.us	2010-04-23	registered locked
mcdonaldinvestment.biz	2010-04-03	registered locked
mcdonaldinvestment.com	2010-09-14	registered locked
mcdonaldinvestment.net	2010-09-17	registered locked
mcdonaldinvestment.us	2010-04-23	registered locked
mcdonaldinvestments.biz	2010-04-03	registered locked
mcdonaldinvestments.cc	2010-10-06	registered locked
mcdonaldinvestments.com	2010-01-24	registered locked
mcdonaldinvestments.net	2010-04-13	registered locked
mcdonaldinvestments.org	2010-09-14	registered locked
mcdonaldinvestments.us	2010-05-15	registered locked
mcdonaldonline.net	2009-12-10	registered locked
mcdonaldprime.com	2009-12-19	registered locked
mcdonaldprimeconnect.com	2009-12-19	registered locked
mcdonaldprimeinstitutional.com	2009-12-19	registered locked
wwwmcdonaldinvest.com	2010-04-10	registered locked

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RECORDED: 10/29/2009

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