

**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>
The Altman Group, Inc.		03/04/2011	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	AST-Altman Group, LLC		
<b>Street Address:</b>	6201 15th Avenue		
<b>Internal Address:</b>	American Stock Transfer & Trust Company, LLC		
<b>City:</b>	Brooklyn		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	11219		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3212251	INVESTORCONNECT	
<b>Registration Number:</b>	2982958	TELEPROXY	
<b>Registration Number:</b>	2980865	BRIDGING THE GAP BETWEEN MUTUAL FUNDS AND THEIR INVESTORS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)259-6333		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-259-8318		
<b>Email:</b>	ptodocket@dl.com		
<b>Correspondent Name:</b>	Monique L. Ribando		
<b>Address Line 1:</b>	1301 Avenue of the Americas		
<b>Address Line 2:</b>	Dewey & LeBoeuf LLP		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>ATTORNEY DOCKET NUMBER:</b>	102838.1		

**CH \$90.00 3212251**

**900185740**

**TRADEMARK  
 REEL: 004492 FRAME: 0187**

NAME OF SUBMITTER:	Monique L. Ribando
Signature:	/Monique L. Ribando/
Date:	03/07/2011
<b>Total Attachments: 7</b> source=Assignment_of_Trademarks_and_Domain_Names#page1.tif source=Assignment_of_Trademarks_and_Domain_Names#page2.tif source=Assignment_of_Trademarks_and_Domain_Names#page3.tif source=Assignment_of_Trademarks_and_Domain_Names#page4.tif source=Assignment_of_Trademarks_and_Domain_Names#page5.tif source=Assignment_of_Trademarks_and_Domain_Names#page6.tif source=Assignment_of_Trademarks_and_Domain_Names#page7.tif	

## ASSIGNMENT OF TRADEMARKS AND DOMAIN NAMES

This ASSIGNMENT OF TRADEMARKS AND DOMAIN NAMES (this "Trademark Assignment") is executed as of March 3, 2011 by THE ALTMAN GROUP, INC., a New York "S" Corporation (in such capacity, the "Assignor"), in favor of AST-ALTMAN GROUP, LLC, a Delaware limited liability company (in such capacity, the "Assignee").

WHEREAS, the Assignor is party to that certain Asset Purchase Agreement dated as of January 13, 2011 (the "Asset Purchase Agreement"), among the Assignor, Kenneth L. Altman and American Stock Transfer & Trust Company ("AST"), pursuant to which AST agreed to purchase from the Assignor the Business, including all right, title and interest of the Assignor and its Affiliates in and to the Purchased Assets, which Purchased Assets include the Owned Intellectual Property;

WHEREAS, pursuant to that certain Assignment and Assumption Agreement dated as of January 21, 2011 (the "Assignment and Assumption Agreement") between the AST and the Assignee, AST assigned to the Assignee all of AST's right, title and interest with respect to the Asset Purchase Agreement;

WHEREAS, the Assignor owns the trademarks and domain names listed on Exhibit A attached hereto (the "Trademarks"); and

WHEREAS, pursuant to the Asset Purchase Agreement, the Assignment and Assumption Agreement and the Assignment of Intellectual Property, all of Assignor's interests in the Trademarks have been assigned by the Assignor to the Assignee.

NOW, THEREFORE, for and in consideration of the mutual promises contained in, and subject to the terms and conditions of, the Asset Purchase Agreement, and in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed that:

1. Definitions. All capitalized terms not defined herein shall have the respective meaning given to them in the Asset Purchase Agreement.
2. Assignment. The Assignor hereby assigns to the Assignee, its successors and assigns, all of the Assignor's right, title and interest in and to the Trademarks, whether now owned or hereafter acquired, and whether now existing or hereafter coming into existence, in the United States and all jurisdictions outside the United States, together with the goodwill of the business appurtenant thereto and which is symbolized thereby, including the right to apply for trademark registration outside the United States based in whole or in part upon said Trademarks, and the right to renew the trademark registrations and any trademark registrations which shall issue from the applications included in the Trademarks, and every priority right that is or may be predicated upon or arise from said Trademarks, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damages by reason of past

infringement of said Trademarks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

3. Transfer of Trademarks. Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and other empowered officials of the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions inside or outside the United States to transfer all of the Trademarks to Assignee as assignee of the entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this Trademark Assignment, and to issue to Assignee or as Assignee may direct all trademark registrations and other items referred to above which may issue with respect to any trademark application included in the Trademarks, in accordance with this Trademark Assignment.

4. Further Actions. Assignor will take, or cause to be taken, all such other and further action, and will execute and deliver, or cause to be executed and delivered, to Assignee and its successors and assigns, all further documents, as may reasonably be requested by Assignee in order to effect the assignment contemplated hereby, including without limitation to enable Assignee and its successors and assigns to file applications for the inventions covered by any Trademark in any country where it (or they) may elect to file such applications, and that may be necessary to vest in Assignee and its successors and assigns, the title herein conveyed or intended so to be, and to enable such title to be recorded in the United States and other countries where such application or applications may be filed. In the event that this Trademark Assignment cannot be recorded in any country due to the form hereof, Assignee shall prepare a reasonable country-specific assignment agreement (which in substance is not inconsistent with this Trademark Assignment) to record the assignment to Assignee of the Trademarks in such country, and Assignor shall execute and deliver to Assignee any such recordable assignment agreement within fifteen (15) days after Assignee delivers such assignment agreement to Assignor.

5. Cooperation. Assignor further covenants and agrees that Assignor will at any time upon request of Assignee, and at Assignor's expense, communicate to Assignee or its successors or assigns any facts relating to the Trademarks known to Assignor, and that Assignor or its employees will testify upon the request of Assignee as to the same in any proceeding in the United States Patent and Trademark Office or in connection with any litigation involving the Trademarks.

3. Governing Law; Jurisdiction; Etc. and Waiver of Jury Trial. This Trademark Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof. The parties hereto irrevocably elect as the sole judicial forum for the adjudication of any matters arising under or in connection with this Trademark Assignment, and consent to the jurisdiction of, the courts of the State of New York located in New York, New York.

4. Counterparts. This Trademark Assignment may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall be considered one and the same agreement and shall become effective when counterparts have been signed by each of the parties hereto and delivered to the other parties, it being understood that all parties need not sign the same counterpart. The exchange of a fully executed Trademark Assignment (in

counterparts or otherwise) by facsimile or by electronic delivery in .pdf format shall be sufficient to bind the parties to the terms and conditions of this Agreement.

**[The Remainder of This Page Intentionally Left Blank; Signature Page Follows]**

IN WITNESS WHEREOF, the Assignor has caused this Assignment of Trademarks and Domain Names to be duly executed by its duly authorized officer or representative as of the day and year first above written.

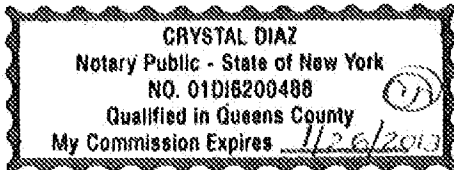
THE ALTMAN GROUP, INC., as Assignor

By: *Kenneth L. Altman*  
Name: Kenneth L. Altman  
Title: President

STATE OF NEW YORK )  
QUEENSBURY COUNTY )

Kenneth L. Altman, known to me to be the President of The Altman Group, Inc., personally came before me this 4<sup>th</sup> day of March 2011, and executed or acknowledged to me that he executed the foregoing Assignment of Trademarks and Domain Names on behalf of The Altman Group, Inc., pursuant to authority duly received.

(SEAL)



*Crystal Diaz*  
Notary Public, State of NEW YORK  
My Commission Expires: 11/26/2013

AST-ALTMAN GROUP, LLC, as Assignee

By: \_\_\_\_\_  
Name: Mark C. Healy  
Title: President and Chief Executive Officer

{Signature Page to Assignment of Trademarks and Domain Names}

IN WITNESS WHEREOF, the Assignor has caused this Assignment of Trademarks and Domain Names to be duly executed by its duly authorized officer or representative as of the day and year first above written.

**THE ALTMAN GROUP, INC.**, as Assignor

By: \_\_\_\_\_  
Name: Kenneth L. Altman  
Title: President


STATE OF \_\_\_\_\_ )  
\_\_\_\_\_ COUNTY )

Kenneth L. Altman, known to me to be the President of The Altman Group, Inc., personally came before me this \_\_\_\_ day of March 2011, and executed or acknowledged to me that he executed the foregoing Assignment of Trademarks and Domain Names on behalf of The Altman Group, Inc., pursuant to authority duly received.

(SEAL)

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**AST-ALTMAN GROUP, LLC**, as Assignee

By:  \_\_\_\_\_  
Name: Mark C. Healy  
Title: President and Chief Executive Officer

*[Signature Page to Assignment of Trademarks and Domain Names]*

EXHIBIT A

Trademarks:

1. Investorconnect (Registration Number 3,212,251)
2. Teleproxy (Registration Number 2,982,958)
3. Bridging the Gap Between Mutual Funds and Their Investors (Registration Number 2,980,865)
4. The unregistered trademark "ABO" (All Beneficial Owners)

URLs/Domain Names:

bankruptcy-notices.com  
investorconnect.net  
mf-investorconnect.com  
mf-investorconnect.net  
mf-investorconnect.us  
proxyonline.com  
videoproxy.net  
Web Forwarding (investorconnect.net)  
Web Forwarding (mf-investorconnect.com)  
Web Forwarding (mf-investorconnect.net)  
Web Forwarding (mf-investorconnect.us)  
www.altmanftp.com  
www.altmangroup.com  
ANNUALMEETINGAGENDA.COM  
CORPORATEGOVERNANCEPRACTICES.COM  
CORPORATEGOVERNANCESTANDARDS.COM  
EQUITYPLANPROPOSALS.COM  
GLOBALCOMPENSATIONPRACTICES.COM  
GLOBALCOMPENSATIONSTANDARDS.COM  
GLOBALCORPORATEGOVERNANCEPRACTICES.COM  
GLOBALCORPORATEGOVERNANCESTANDARDS.COM  
GLOBALEQUITYPLANPROPOSALS.COM  
GLOBALGOVERNANCEPRACTICES.COM  
GLOBALGOVERNANCESTANDARDS.COM  
GLOBALIRPRACTICES.COM  
GLOBALIRSTANDARDS.COM  
GLOBALPROXYCONTEST.COM



GLOBALPROXYFIGHT.COM  
GLOBALPROXYPRACTICES.COM  
GLOBALPROXYSOLICITATIONPRACTICES.COM  
GLOBALPROXYSOLICITATIONSTANDARDS.COM  
GLOBALPROXYSOLICITOR.COM  
GLOBALPROXYSOLICITATION.COM  
GLOBALPROXYSTANDARDS.COM  
GLOBALPROXYVOTINGPRACTICES.COM  
GLOBALPROXYVOTINGSTANDARDS.COM  
GLOBALRISKPRACTICES.COM  
GLOBALRISKSTANDARDS.COM  
GLOBALSHAREID.COM  
GLOBALSHAREIDPRACTICES.COM  
GLOBALSHAREIDSTANDARDS.COM  
GLOBALVOTINGPRACTICES.COM  
GLOBALVOTINGSTANDARDS.COM  
GOVERNANCEPRACTICES.COM  
GOVERNANCESTANDARDS.COM  
IRPRACTICES.COM  
Private Registration (stockholdereducation.com)  
PROXYAGENDA.COM  
PROXYPRACTICES.COM  
PROXYSOLICITATIONPRACTICES.COM  
PROXYSOLICITATIONSTANDARDS.COM  
PROXYSTANDARDS.COM  
PROXYVOTINGPRACTICES.COM  
PROXYVOTINGSTANDARDS.COM  
SHAREIDPRACTICES.COM  
SHAREIDSTANDARDS.COM  
stockholdereducation.com  
VOTINGPRACTICES.COM