

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
RogersCasey, Inc.		08/01/2010	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Investment Metrics, LLC		
Street Address:	One Parklands Drive		
City:	Darien		
State/Country:	CONNECTICUT		
Postal Code:	06820		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3198631	INVESTWORKS	
CORRESPONDENCE DATA			
Fax Number:	(212)916-2940		
Phone:	(860) 275-0294		
Email:	rdharris@daypitney.com, edugan@daypitney.com, tmrecords@daypitney.com, tmrecords@daypitney.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Richard D. Harris, Day Pitney LLP		
Address Line 1:	Seven Times Square		
Address Line 4:	New York, NEW YORK 10036-7311		
ATTORNEY DOCKET NUMBER:	120855-000000		
NAME OF SUBMITTER:	Richard D. Harris		
Signature:	/Richard Harris/		

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**TRADEMARK
 REEL: 004667 FRAME: 0991**

Date:

11/29/2011

Total Attachments: 3

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CONFIRMATION OF TRADEMARK ASSIGNMENT

THIS CONFIRMATION OF TRADEMARK ASSIGNMENT, is made by Rogerscasey, Inc., a Delaware corporation ("*Assignor*"), in favor of Investment Metrics, LLC, a Delaware limited liability company ("*Assignee*"), effective as of August 1, 2010 (the "*Effective Date*").

WHEREAS, Assignor has adopted, used and is using, and is the sole owner of the marks set forth on Exhibit A hereof, including all registrations and applications for registrations therefore (the "*Marks*");

WHEREAS, pursuant to that certain Purchase and Sale Agreement dated as of July 31, 2010, Assignor agreed to assign the Marks to Assignee;

WHEREAS, the parties desire to memorialize the assignment of the Marks from Assignor to Assignee in a form suitable for recordation with the United States Patent and Trademark Office and any other applicable office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

1. Assignment. Assignor does hereby irrevocably assign to Assignee all of its legal and equitable right, title and interest, throughout the world, in and to the Marks, together with the goodwill of the business symbolized by the Marks, including expressly the registration identified on Exhibit A hereto, free and clear of all liens, claims, charges, security interests, and other interests or encumbrances, the same to have and to hold by Assignee as fully and entirely as the same would have been held by Assignor had this assignment not been made. Without limiting the foregoing, Assignor hereby waives any and all claims that Assignor may now or hereafter have in any jurisdiction to so-called "moral rights" or rights of "droit moral" with respect to the Assigned Property.

2. Further Assurances. Assignor hereby agrees assist Assignee or its assignee or designee in every proper way, at Assignee's expense, to obtain for the benefit of Assignee or its assignee or designee trademark registrations and other legal protection for the Assigned Assets. Assignor agrees to: (i) assist Assignee or its assignee or designee in evidencing, recording, obtaining, perfecting, registering, and from time to time (at Assignee's expense) in enforcing, all trademarks and other rights and protections relating to the Assigned Assets in any and all

countries; and (ii) execute, acknowledge and deliver, when so requested by Assignee or its assignee or designee or its or their attorneys, all papers, including applications for trademarks, assignments and affidavits, as reasonably requested in order to obtain, maintain or renew any such trademark or other legal protection, or to vest title thereto in Assignee or its assignee or designee, or to otherwise carry out the purposes of this Assignment.

3. Governing Law. This Assignment shall be governed by and construed in accordance with the federal laws of the United States and the internal laws of the State of Connecticut, without regard to conflicts of law principles.

4. Recordation. Assignor hereby agrees that this Assignment may be recorded with the United States Patent and Trademark Office and any other office deemed applicable by the Assignee, and, accordingly, that Assignee will be reflected as the successor in title to the Marks and all applications and registrations therefore.

IN WITNESS WHEREOF, this Assignment has been duly executed and delivered by an authorized officer of Assignor.

ROGERSCASEY, INC.

By: 

Name: Timothy Barron
Title: President

Date: August 1, 2010

Accepted by:

INVESTMENT METRICS, LLC

By: 

Name: Sanjoy Chatterjee
Title: President

Date: August 1, 2010

EXHIBIT A TO ASSIGNMENT OF INTELLECTUAL PROPERTY ASSETS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Jurisdiction</u>
INVESTWORKS	2005346 (Class 9)	10.1.1996	United States
INVESTWORKS	3198631 (Class 42)	1.16.2007	United States

Additional marks:

