

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
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<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 Bank of New York Mellon Corporation		10/02/2011	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BNY ConvergEx Group, LLC		
<b>Street Address:</b>	1633 Broadway		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<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>	
<b>Registration Number:</b>	2978454	ADR DIRECT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(617)345-1300		
<b>Phone:</b>	617-345-1087		
<b>Email:</b>	cpeters@nixonpeabody.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Carol H. Peters		
<b>Address Line 1:</b>	Nixon Peabody LLP		
<b>Address Line 2:</b>	100 Summer Street		
<b>Address Line 4:</b>	Boston, MASSACHUSETTS 02110		
<b>ATTORNEY DOCKET NUMBER:</b>	811472-123297 ASSIGNMENT		
<b>NAME OF SUBMITTER:</b>	Carol H. Peters		
<b>Signature:</b>	/carol h peters/		

CH \$40.00 2978454

Date:

01/26/2012

**Total Attachments: 4**

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## TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made effective as of October 2, 2011 ("Effective Date") by and between The Bank of New York Mellon Corporation, a New York corporation with an address at One Wall Street, New York, NY 10286 ("Assignor"), and BNY ConvergeX Group, LLC, a Delaware limited liability company, with an address at 1633 Broadway, New York, New York 10019 ("Assignee").

WHEREAS, Assignor and Assignee are parties to that certain Contribution Agreement dated as of June 30, 2006 (the "Agreement");

WHEREAS, in connection with the Agreement, Assignor wishes to assign to Assignee, and Assignee wishes to acquire from Assignor, all of Assignor's rights in and to the ADR DIRECT mark and associated US Combined Trademark/Service Mark Registration No. 2,978,454, together with the goodwill of the business associated therewith (collectively, the "Mark"); and

WHEREAS, Assignee is a successor to that part of Assignor's business to which the Mark pertains, and that business is ongoing and existing.

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

1. Assignment. Assignor hereby assigns, transfers and sets over to Assignee its entire right, title and interest in and to the Mark and the goodwill of the business associated therewith, for the United States and for all foreign countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any foreign country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made, together with all income, royalties or payments due or payable after the Effective Date, including, without limitation, 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 or other legal representatives.
2. Further Assurances. Assignor shall, at the request and expense of Assignee, timely execute and deliver any additional documents and perform such additional acts that may be reasonably necessary or reasonably desirable to assist Assignee (or its successors, assigns or legal representatives) in the recordation or perfection of this Assignment and in the prosecution or defense of any interference, opposition, cancellation, infringement or other Action that may arise in connection with the Mark.

3. Due Authorization. Assignor hereby authorizes and requests the Commissioner of Patents and Trademarks and the corresponding entities or agencies in any other applicable governmental authority (including any federal, national, supranational, state, provincial, local or other government, governmental, regulatory, statutory or administrative authority, agency or commission or any court, tribunal, ombudsman, or judicial or arbitral body of competent jurisdiction, in any case whether foreign or domestic) to issue any and all registrations or grants from any and all applications for registration or grants of the Mark to and in the name of Assignee.

4. No Warranties. Assignor makes no warranties or representations with respect to the Mark, including but not limited to any warranty or representation that the Mark is valid or subsisting, or that the Mark may be used without infringing the rights of others. Assignor shall have no liability whatsoever for any loss, cost, damage, claim or expense incurred by Assignee or any other person arising out of this Assignment or any use of the Mark.

5. Limitation. This Assignment pertains only to the Mark, including as specifically registered with the United States Patent and Trademark Office. Assignor does not assign, convey or transfer any right, title or interest in or to any individual elements of the Mark, including the words "ADR" or "direct" that comprise the Mark, or any combinations of words used as part of the Mark (other than the word combination ADR DIRECT that comprises the Mark). For the avoidance of doubt, Assignor and its affiliates and their successors and assigns are not prohibited under this Agreement from using the words "ADR" or "Direct," whether alone or in combination with other words, phrases or terms, other than as part of the composite mark "ADR DIRECT" provided, however, that nothing herein shall be construed as a limitation on Assignee's enforcement rights with respect to the mark "ADR Direct," including enforcing such mark against any names, logos, trademark, service marks or other indications of origin used by Assignor

6. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York applicable to contracts executed in and to be performed in that State, without regard to the conflicts of law principles of such State.

7. Counterparts. This Assignment may be executed and delivered (including by facsimile transmission) in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

\* \* \* \* \*

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

THE BANK OF NEW YORK  
MELLON CORPORATION

BNY CONVERGEX GROUP, LLC

Name: *John Paugh*

Name: \_\_\_\_\_

Title: Vice President and Controller Title: \_\_\_\_\_

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

THE BANK OF NEW YORK  
MELLON CORPORATION

BNY CONVERGEX GROUP, LLC

Name: \_\_\_\_\_

Name: Charles Rappell

Title: \_\_\_\_\_

Title: Vice Chairman & COO