

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark and Domain Name Assignment Agreement

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
SteelPath Fund Advisors LLC		12/03/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA	
Name:	OppenheimerFunds, Inc.
Street Address:	Two World Financial Center, 225 Liberty Street, 11th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10281
Entity Type:	CORPORATION: COLORADO

PROPERTY NUMBERS Total: 4		
Property Type	Number	Word Mark
Registration Number:	3841405	
Registration Number:	3992168	MLP INVESTING MADE EASY
Registration Number:	3868678	STEELPATH
Registration Number:	3841404	STEELPATH

CORRESPONDENCE DATA	
Fax Number:	2127288111
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>	
Phone:	212 728 8000
Email:	ipdept@willkie.com
Correspondent Name:	Kim Walker c/o Willkie Farr & Gallagher
Address Line 1:	787 Seventh Avenue
Address Line 4:	New York, NEW YORK 10019

ATTORNEY DOCKET NUMBER:	116323.00013 KAW
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CH \$115.00 3841405

NAME OF SUBMITTER:	Kim A. Walker
Signature:	/kaw-907/
Date:	12/03/2012
Total Attachments: 5 source=Trademark and Domain Name Assignment Agreement (Fully Executed)#page1.tif source=Trademark and Domain Name Assignment Agreement (Fully Executed)#page2.tif source=Trademark and Domain Name Assignment Agreement (Fully Executed)#page3.tif source=Trademark and Domain Name Assignment Agreement (Fully Executed)#page4.tif source=Trademark and Domain Name Assignment Agreement (Fully Executed)#page5.tif	

TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT

THIS TRADEMARK AND DOMAIN NAME ASSIGNMENT AGREEMENT ("Trademark and Domain Name Assignment"), dated as of December 3, 2012, is entered into by and between SteelPath Fund Advisors LLC, a Delaware limited liability company ("Assignor") and OppenheimerFunds, Inc, a Colorado corporation ("Assignee").

WHEREAS, pursuant to that certain Asset Purchase Agreement, dated as of July 16, 2012, as amended by Amendment No. 1, dated as of December 2, 2012, by and among Assignor, Assignee and others (the "Purchase Agreement"), Assignor agreed to assign to Assignee all of Assignor's right, title and interest in and to the Purchased Property, including the trademarks and service marks set forth on the attached Schedule A (collectively, the "Trademarks") and the internet domain names set forth on the attached Schedule A (collectively, the "Domain Names"); and

WHEREAS, the parties wish to execute and deliver this Trademark and Domain Name Assignment for the purpose of assigning all of Assignor's right, title and interest in and to the Trademarks and Domain Names from Assignor to Assignee.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor does hereby grant, assign and set over to Assignee, its successors, assigns and legal representatives, all of Assignor's right, title and interest in and to:

- (i) the Trademarks, including all common law rights therein in the United States and any state thereof and in foreign countries, including the right to sue and collect damages and/or profits for past infringements,
- (ii) all goodwill of the business symbolized by and associated therewith;
- (iii) all proceeds thereof (such as, by way of example and not by limitation, license royalties and proceeds of infringement suits); and
- (iv) the Domain Names.

Assignor shall execute and deliver such further conveyance instruments and take such further actions as may be necessary or desirable to evidence more fully the present transfer of the Trademarks and Domain Names, including, without limitation (i) completing all automated procedures and documentation as may be reasonably required to effectuate the transfer of the Domain Names, and (ii) at Assignee's expense, providing testimony in connection with any proceeding affecting the right, title, or interest of Assignee in the Trademarks and/or the Domain Names.

Assignor hereby authorizes the United States Patent and Trademark Office and/or the appropriate empowered officials in relevant jurisdictions outside the United States to transfer all ownership rights in and to the Trademarks to Assignee as assignee of

Assignor's entire right, title and interest therein or otherwise as Assignee may direct, in accordance with this instrument of assignment.

This Trademark and Domain Name Assignment does not create or establish liabilities or obligations not otherwise created or existing under or pursuant to the terms and conditions set forth in the Purchase Agreement. In the event of any conflict between the Purchase Agreement and this Trademark and Domain Name Assignment, the provisions of the Purchase Agreement shall control. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Purchase Agreement.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Trademark and Domain Name Assignment as of the date first set forth above.

STEELPATH FUND ADVISORS, LLC

By: 
Name: Gabriel Hammond
Title: Managing Member

OPPENHEIMERFUNDS, INC.


By: _____
Name:
Title:

IN WITNESS WHEREOF, the undersigned have executed this Trademark and Domain Name Assignment as of the date first set forth above.

STEELPATH FUND ADVISORS, LLC

By: _____
Name:
Title:

OPPENHEIMERFUNDS, INC.

By:  _____
Name: *Arthur S. Labinet*
Title: *General Counsel*

SCHEDULE A

Trademarks

Mark	Registration Number	Registration Date
SteelPath Logo	3,841,405	8/31/2010
MLP INVESTING MADE EASY	3,992,168	7/12/2011
STEELPATH	3,868,678	10/26/2010
STEELPATH and Logo	3,841,404	8/31/2010

Domain Names

1. steelpath.com
2. mlpeducation.com
3. steelpathcapital.com