

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
Institutional Shareholder Services Inc.		03/31/2013	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Accounting Research & Analytics, LLC
Street Address:	270 Madison Avenue
Internal Address:	Suite 300
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	3443111	CENTER FOR FINANCIAL RESEARCH & ANALYSIS
Registration Number:	3270822	CFRA
Registration Number:	3270835	
Registration Number:	3270820	CFRA
Registration Number:	3454803	CFRA ACCOUNTING LENS
Registration Number:	3482781	CFRA CENTER FOR FINANCIAL RESEARCH & ANA
Registration Number:	3456094	CFRA LEGAL EDGE
Registration Number:	3270823	ESTABLISHED LEADER. TRUSTED PARTNER.
Registration Number:	3545462	INDUSTRY RISK ASSESSMENT PROFILE
Registration Number:	3543967	IRAP

CORRESPONDENCE DATA

Fax Number: 215984750

OP \$265.00 3443111

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 215.981.4194
Email: kennedyp@pepperlaw.com
Correspondent Name: Paul J. Kennedy
Address Line 1: 3000 Two Logan Square
Address Line 2: Eighteenth and Arch Streets
Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	139935.0003.0001
NAME OF SUBMITTER:	Paul J. Kennedy
Signature:	/Paul J. Kennedy/
Date:	05/08/2013

Total Attachments: 4

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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT ("Assignment"), dated March 31, 2013, is entered into by and between Institutional Shareholder Services Inc., a Delaware corporation ("Assignor") and Accounting Research & Analytics, LLC, a Delaware limited liability company ("Assignee").

Pursuant to the terms of that certain Asset Purchase Agreement, dated as of March 11, 2013, by and between Assignor and Assignee, Assignor desires to assign to Assignee, and Assignee desires to acquire from Assignor, all of Assignor's right, title and interest in and to the Trademark/Service Marks identified in the attached Schedule A (the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks.

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

1. Assignment. Assignor hereby grants, assigns and conveys to Assignee all of its right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks.

2. Title. Assignor hereby represents and warrants that it has not heretofore granted any license, right or privilege with regard to the Trademarks, or in any other way encumbered the same except as has been fully released as of the date hereof, and that it has the full right to convey, free of licenses and encumbrances, all right, title and interest in and to the Trademarks.

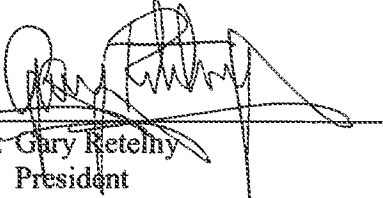
3. Cooperation. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment.

4. Binding Effect. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and other legal representatives, and shall be binding upon Assignor, each of its successors, assigns and other legal representatives.

[signatures appear on following page]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Assignment to be executed as of the date set forth above.

**INSTITUTIONAL SHAREHOLDER
SERVICES INC.**

By: 
Name: Gary Retelny
Title: President

**ACCOUNTING RESEARCH & ANALYTICS,
LLC**

By: _____
Name: Peter E. de Boer
Title: President


[Signature Page to Trademark Assignment]

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have caused this Assignment to be executed as of the date set forth above.

**INSTITUTIONAL SHAREHOLDER
SERVICES INC.**

By: _____
Name: Gary Retelny
Title: President

**ACCOUNTING RESEARCH & ANALYTICS,
LLC**

By: 
Name: Peter E. de Boer
Title: President

[Signature Page to Trademark Assignment]

SCHEDULE A

Mark	Reg. No.	App. No.	App. Date	Reg. Date	Country
CENTER FOR FINANCIAL RESEARCH & ANALYSIS	3443111	76/666805	9/29/2006	6/3/2008	United States
CFRA	3270822	76/666808	9/29/2006	7/31/2007	United States
CFRA - Design Only	3270835	76/667112	10/4/2006	7/31/2007	United States
CFRA & Design	3270820	76/666799	9/29/2006	7/31/2007	United States
CFRA ACCOUNTING LENS	3454803	77/131842	3/15/2007	6/24/2008	United States
CFRA CENTER FOR FINANCIAL RESEARCH & ANALYSIS & Design	3482781	76/666806	9/29/2006	8/12/2008	United States
CFRA LEGAL EDGE	3456094	76/674125	3/14/2007	7/1/2008	United States
ESTABLISHED LEADER TRUSTED PARTNER	3270823	76/666810	9/29/2006	7/31/2007	United States
INDUSTRY RISK ASSESSMENT PROFILE	3545462	76/666809	9/29/2006	12/9/2008	United States
IRAP	3543967	76/666811	9/29/2006	12/9/2008	United States