

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM301486

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Release of Security Agreement Recorded at Reel/Frame 3359/0300		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morgan Stanley & Co. Incorporated		04/12/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Viner Finance Inc.		
Street Address:	125 Broad Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10004		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1239737	OPPENHEIMER	
CORRESPONDENCE DATA			
Fax Number:	2127352000		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	justin.selle@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	146840/1		
NAME OF SUBMITTER:	Elaine d. Ziff		
SIGNATURE:	/eziff/		
DATE SIGNED:	04/15/2014		
Total Attachments: 4			
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Release of Security Interest in Trademarks

This Release of Security Interest in Trademarks (this "Release"), effective April 12, 2011, is made by MORGAN STANLEY & CO. INCORPORATED, a Delaware corporation with an office at 1585 Broadway, New York, NY 10036 as Collateral Agent for the Secured Creditors (the "Assignor"), in favor of VINER FINANCE INC., a Delaware corporation with an office at 125 Broad Street, New York, New York 10004 (the "Assignee"). All capitalized terms used but not defined herein shall have the meanings ascribed to them in the Trademark Security Agreement (as defined below).

WHEREAS, the Assignee entered into that certain Pledge and Security Agreement, dated as of July 31, 2006, in favor of the Assignor (the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Assignee assigned to the Assignor, and granted to the Assignor for the ratable benefit of the Secured Creditors, a security interest in and continuing lien on all right, title and interest of the Assignee in, to and under the Trademarks, together with, among other things, the goodwill of the business connected with the use of and symbolized by the Trademarks and the applications for registration and registrations thereof (provided, that no security interest was granted in United States intent-to-use trademark or service mark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use applications under applicable federal law), and all proceeds thereof, including, without limitation, any and all causes of action that may exist by reason of infringement or other violation thereof and any and all damages arising from past, present, and future violations thereof (collectively, the "Collateral"), to secure the payment, performance, and observance of the Secured Obligations;

WHEREAS, pursuant to that certain Assignment for Security (Trademarks), dated as of July 31, 2006 (the "Trademark Security Agreement"), the Assignee granted to the Assignor for the ratable benefit of the Secured Creditors, a security interest in and continuing lien on the Collateral to secure the prompt payment, performance, and observance of the Secured Obligations;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on August 1, 2006 on reel 003359 frame 0300;

WHEREAS, the Assignor desires to release its security interest in and continuing lien on the Collateral, including the Trademarks set forth on Schedule A hereto;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby release its security interest in and continuing lien on the Collateral, including the Trademarks set forth on Schedule A hereto and reassigns to the Assignee all right, title and interest of the Assignor in and to such Collateral, including the Trademarks set forth on Schedule A hereto.

The Assignor hereby authorizes Assignee or Assignee's authorized representative to (i) record this Release with the United States Patent and Trademark Office and/or (ii) otherwise record or file this Release in the applicable governmental office or agency. The Assignor further agrees to execute and deliver to the Assignee any and all further documents and instruments, and do any and all further acts which the Assignee (or its agents or designees) reasonably request (at the Assignee's sole cost and expense) in order to confirm this Release and the Assignee's right, title, and interest in, to or under the Collateral, including the Trademarks set forth on Schedule A hereto.

[Signature Page Follows]

IN WITNESS WHEREOF, the Assignor has caused this Release to be executed by its duly authorized representative as of the date first written above.

MORGAN STANLEY & CO.
INCORPORATED,
as Collateral Agent

By: 

Name: Stephen B. King
Title: Executive Director

Release of Security Interest in Trademarks (Senior Secured) – Signature Page

TRADEMARK
REEL: 005260 FRAME: 0810

Schedule A

Trademarks

OPPENHEIMER - TRADEMARKS

TRADEMARK	REG. NO. (APP. NO.)	FILING DATE	STATUS	RECORD OWNER
Oppenheimer	1239737	05/24/1983 (12/14/1981	LIVE	Viner Finance Inc.