

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM328524

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
State Street Corporation		07/11/2014	CORPORATION: MASSACHUSETTS
RECEIVING PARTY DATA			
Name:	Lattice Strategies LLC		
Street Address:	One Embarcadero Center		
Internal Address:	23rd Floor		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2447981	LATTICE	
CORRESPONDENCE DATA			
Fax Number:	2128945689		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2129406489		
Email:	hassan.shakir@kattenlaw.com		
Correspondent Name:	Hassan A. Shakir		
Address Line 1:	575 Madison Avenue		
Address Line 2:	Katten Muchin Rosenman LLP		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	385214-2		
NAME OF SUBMITTER:	Hassan A. Shakir		
SIGNATURE:	/Hassan A. Shakir/		
DATE SIGNED:	01/09/2015		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Agreement") is made as of the 11th day of July, 2014 ("Effective Date") by and between State Street Corporation, a Massachusetts corporation ("SSC") and Lattice Strategies LLC, a Delaware limited liability company ("Lattice").

WHEREAS, SSC is the owner of the trademark registration set forth on set forth on Schedule A hereto (the "Transferred Trademark"); and

WHEREAS, SSC desires to assign to Lattice, and Lattice desires to accept from SSC, ownership of the Transferred Trademark.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby agree as follows:

1. SSC hereby assigns, transfers, and sets over unto Lattice, its successors and assigns, SSC's entire and exclusive right, title and interest in and to the Transferred Trademark, the goodwill of the business symbolized by and associated with the Transferred Trademark thereof, together with all rights and powers arising or accrued therefrom, including, without limitation, all common law rights with respect thereto, the right to sue for, to claim and to recover for all past, present and future infringement or dilution of or damage or injury to the Transferred Trademark thereof, or the goodwill attached to and/or symbolized thereby.

2. SSC authorizes the Commissioner for Trademarks of the USPTO to record and register this Agreement upon request by Lattice. SSC will cooperate in executing appropriate documents reasonably requested by Lattice to complete formalities for perfecting the assignment and recording of the Transferred Trademark. All costs associated with the foregoing, including, but not limited to, all legalization and notarization costs, shall be borne by Lattice.

3. Within thirty (30) days of the Effective Date, except as otherwise agreed by Lattice, SSC will permanently cease all use of the Transferred Trademark in the United States. SSC shall not file new trademark applications in the United States for the Transferred Trademark.

4. SSC makes no representations, warranties, covenants, agreements or indemnities, and hereby disclaims all implied warranties, with respect to the validity of, or Assignor's or Assignee's ability to use, register or enforce the Transferred Trademarks.

5. Within ninety (90) days of the Effective Date, SSC will transfer physical possession of its files to the extent relating to the Transferred Trademark to Lattice at One Embarcadero Center, 23rd Floor, San Francisco, California 94111. As of the Effective Date, SSC shall no longer be responsible for further actions or payment of fees in respect thereof. Prior to the physical transfer of the files, SSC will provide reasonable information, including, without limitation, docket reports showing all outstanding pending matters with respect to the Transferred Trademark in every applicable country, renewal dates, serial/application/registration numbers, agents of record, contact persons for agents of record, and cooperation relating to the

Transferred Trademark in the manner reasonably requested by Lattice for the purposes of docketing maintenance fees, annuities, and office actions.

6. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

7. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the United States and the laws of the Commonwealth of Massachusetts, without giving effect to any choice or conflict of law provision or rule.

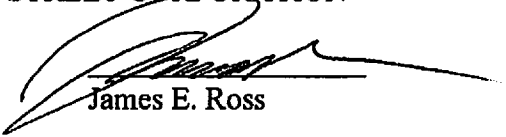
8. This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes (along with the Schedule hereto) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the parties hereto. All Schedules are hereby expressly incorporated by reference into, and made a part of, this Agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties have executed this Agreement under seal as of the Effective Date.

STATE STREET CORPORATION

By:

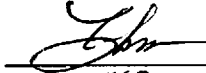

James E. Ross

Title: Executive Vice President

Date: July 11, 2014

LATTICE STRATEGIES LLC

By:


TERRELL LUCAS

Title:

MANAGING MEMBER

Date:

7.30.14

SCHEDULE A

TRANSFERRED TRADEMARK

U.S. Trademark Registration No. 2,447,981 - LATTICE