

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM348897

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNMENT OF 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>
Fiduciary Asset Management, LLC		05/29/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Ziegler Capital Management, LLC		
<b>Street Address:</b>	70 West Madison Street, 24th Floor		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60602		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: WISCONSIN		
<b>PROPERTY NUMBERS Total: 10</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	86018529	FAMCO OPPORTUNITY	
<b>Serial Number:</b>	86018523	FIDUCIARY OPPORTUNITY	
<b>Registration Number:</b>	3394820	FIDUCIARY OPPORTUNITY FUND	
<b>Registration Number:</b>	2923301	FIDUCIARY ASSET MANAGEMENT	
<b>Registration Number:</b>	2966315	FIDUCIARY	
<b>Registration Number:</b>	2893100	FIDUCIARY ASSET MANAGEMENT	
<b>Registration Number:</b>	3812183	FAMCO FIDUCIARY ASSET MANAGEMENT	
<b>Registration Number:</b>	3938441	FAMCO FIDUCIARY ASSET MANAGEMENT	
<b>Registration Number:</b>	2544450		
<b>Registration Number:</b>	3873877	FAMCO FIDUCIARY ASSET MANAGEMENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	4154263569		
<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>			
<b>Phone:</b>	4154263568		
<b>Email:</b>	carole@barrettiplaw.com		
<b>Correspondent Name:</b>	Carole Barrett		
<b>Address Line 1:</b>	201 Spear St., Suite 1100		
<b>Address Line 4:</b>	San Francisco, CALIFORNIA 94105		

OP \$265.00 86018529

<b>ATTORNEY DOCKET NUMBER:</b>	4098.001
<b>NAME OF SUBMITTER:</b>	Carole F. Barrett
<b>SIGNATURE:</b>	/CFB/
<b>DATE SIGNED:</b>	07/22/2015
<b>Total Attachments: 4</b> source=FAMCO Assignment of Intellectual Property#page1.tif source=FAMCO Assignment of Intellectual Property#page2.tif source=FAMCO Assignment of Intellectual Property#page3.tif source=FAMCO Assignment of Intellectual Property#page4.tif	

## ASSIGNMENT OF INTELLECTUAL PROPERTY

This ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made effective as of May 29, 2015 (the "Assignment Date"), by and between Fiduciary Asset Management, LLC, a Delaware Limited Liability Company, with an address at 8235 Forsyth Blvd., Suite 725, Saint Louis, MO 63105 ("Assignor") and Ziegler Capital Management, LLC, a Wisconsin Limited Liability Company with an address at 70 West Madison Street, 24<sup>th</sup> Floor, Chicago IL 60602 ("Assignee").

### RECITALS

A. Assignor and Assignee have entered into a Purchase Agreement with an Effective Date of April 10, 2015 (the "Purchase Agreement"), pursuant to which, among other things, Assignor has agreed to assign, transfer, convey and deliver to Assignee, certain of Assignor's trademarks and domain names.

B. All capitalized terms used in this Assignment (including, without limitation, these Recitals) that are not defined in this Assignment shall have the respective meanings specified in the Purchase Agreement.

### AGREEMENT

In consideration of the foregoing Recitals, and the mutual promises herein set forth, and of other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the parties hereto, intending legally to be bound, agree as follows:

- 1) Recitals. The foregoing Recitals are incorporated by reference herein and made a substantive part hereof.
- 2) Assignment. Assignor assigns, transfers, conveys and delivers to Assignee, its successors and assigns, and Assignee accepts the assignment, transfer, conveyance and delivery of, all of the Assignor's right, title and interest in and to all of the following Intellectual Property Assets as set forth in the Purchase Agreement, including, without limitation the business associated with those Intellectual Property Assets described on Exhibit A attached hereto:
  - a) Any and all worldwide rights and goodwill in and to trademarks, trade names and/or service marks, logos and trade dress in and to Assignor's Marks listed on Exhibit A of this Assignment, including any and all registrations and applications with respect to any and/or all of the foregoing, and any and all other intellectual property rights with respect thereto, and in each case, together with all of the goodwill associated therewith and/or symbolized thereby.
  - b) Any and all worldwide rights and goodwill in and to Assignor's Internet Domain Names listed on Exhibit A, including any and all other intellectual property rights with respect thereto, and in each case, together with all of the goodwill associated therewith and/or symbolized thereby.

3) Miscellaneous.

a) This Assignment shall be binding upon and shall inure to the benefit of the respective successors and assigns of each of Assignor and Assignee.

b) Nothing contained herein shall be deemed or construed as relieving Assignor and Assignee of their respective obligations and duties under the Purchase Agreement. In the event of a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

c) This Assignment may be executed in several counterparts, and/or by the execution of counterpart signature pages which may be attached to one or more counterparts of this Assignment, and all so executed shall constitute one Assignment binding on all of the parties hereto.

The Assignor and Assignee have executed this Assignment effective as of the Assignment Date.

**Assignor:**

Fiduciary Asset Management, LLC, a Delaware Limited Liability Company

By: Walter D. Oyle 5/29/15

Its: President and CEO

**Assignee:**

Ziegler Capital Management, LLC, a Wisconsin Limited Liability Company

By: \_\_\_\_\_

Its:

3) Miscellaneous.

a) This Assignment shall be binding upon and shall inure to the benefit of the respective successors and assigns of each of Assignor and Assignee.

b) Nothing contained herein shall be deemed or construed as relieving Assignor and Assignee of their respective obligations and duties under the Purchase Agreement. In the event of a conflict between the terms and provisions of this Assignment and the terms and provisions of the Purchase Agreement, the terms and provisions of the Purchase Agreement shall govern and control.

c) This Assignment may be executed in several counterparts, and/or by the execution of counterpart signature pages which may be attached to one or more counterparts of this Assignment, and all so executed shall constitute one Assignment binding on all of the parties hereto.

The Assignor and Assignee have executed this Assignment effective as of the Assignment Date.

**Assignor:**

Fiduciary Asset Management, LLC, a Delaware Limited Liability Company

By: \_\_\_\_\_

Its:

**Assignee:**

Ziegler Capital Management, LLC, a Wisconsin Limited Liability Company

By: Scott A. Roberts  
Scott A. Roberts

Its: President and CEO

EXHIBIT A

The following trademarks pending and/or registered with the United States Patent and Trademark Office:

Mark	Appln No.//Reg. No.	Filing Date//Reg Date
FAMCO OPPORTUNITY	86018529	7/24/2013
FIDUCIARY OPPORTUNITY	86018523	7/24/2013
FIDUCIARY OPPORTUNITY FUND	78606331//3394820	4/11/2005//3/11/2008
FIDUCIARY ASSET MANAGEMENT	78361816//2923301	2/3/2004//2/1/2005
FIDUCIARY and design	78286814//2966315	8/13/2003//7/12/2005
FIDUCIARY ASSET MANAGEMENT	78148116//2893100	7/26/2002//10/12/2004
FAMCO FIDUCIARY ASSET MANAGEMENT and design	77979474//3812183	7/3/2008//6/29/2010
FAMCO FIDUCIARY ASSET MANAGEMENT and design	77723988//3938441	4/28/2009//3/29/2011
FAMCO FIDUCIARY ASSET MANAGEMENT and design	77514622//3873877	7/3/2008//11/9/2010
Miscellaneous Design	76137295//2544450	9/27/2000//3/5/2002

The following trademark registered with the State of Missouri:

Mark:	Reg. No.	Reg. Date
FAMCO FIDUCIARY ASSET MANAGEMENT and design	S13866	2/25/1997

The following trademark registered in Canada:

Mark	Appln No.//Reg. No.	Filing Date//Reg Date
Miscellaneous Design	1096513//TMA589792	3/19/2001//9/15/2003

The following Domain Names: