

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM354890

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
F-Squared Investment Management, LLC		09/08/2015	LIMITED LIABILITY COMPANY: DELAWARE
F-Squared Investments, Inc.		09/08/2015	CORPORATION: DELAWARE
F-Squared Institutional Advisors, LLC		09/08/2015	LIMITED LIABILITY COMPANY: DELAWARE
F-Squared Alternative Investments, LLC		09/08/2015	LIMITED LIABILITY COMPANY: DELAWARE
Alphasector LLS GP I, LLC		09/08/2015	LIMITED LIABILITY COMPANY: DELAWARE
Active Index Solutions, LLC		09/08/2015	LIMITED LIABILITY COMPANY: DELAWARE
F-Squared Retirement Solutions, LLC		09/08/2015	LIMITED LIABILITY COMPANY: DELAWARE
F-Squared Solutions, LLC		09/08/2015	LIMITED LIABILITY COMPANY: DELAWARE
F-Squared Capital, LLC		09/08/2015	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Broadmeadow Capital, LLC
Street Address:	155 N. Wacker Dr., Ste. 1850
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60606
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	4070855	ALPHACYCLE
Registration Number:	4341162	ALPHASECTOR
Registration Number:	4650588	BETAHEDGE
Registration Number:	4171911	F-SQUARED
Registration Number:	4380985	RETHINK INVESTING
Serial Number:	86203524	TRUE VOLATILITY

TRADEMARK

CORRESPONDENCE DATA**Fax Number:** 3122241202*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.***Phone:** 3122241238**Email:** tkatz@fslc.com**Correspondent Name:** Tracy Katz Muhl, Esq.**Address Line 1:** 200 W. Madison St., Ste. 3000**Address Line 2:** Fox, Swibel, Levin & Carroll, LLP**Address Line 4:** Chicago, ILLINOIS 60606

NAME OF SUBMITTER:	Tracy Katz Muhl
SIGNATURE:	/Tracy Katz Muhl/
DATE SIGNED:	09/14/2015

Total Attachments: 7

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INTELLECTUAL PROPERTY ASSIGNMENT

This Intellectual Property Assignment Agreement (this “**IP Assignment**”) is made and entered into as of September 8, 2015, by and among F-Squared Investment Management, LLC, a Delaware limited liability company, F-Squared Investments, Inc., a Delaware corporation, F-Squared Institutional Advisors, LLC, a Delaware limited liability company, F-Squared Alternative Investments, LLC, a Delaware limited liability company, Alphasector LLS GP 1, LLC, a Delaware limited liability company, Active Index Solutions, LLC, a Delaware limited liability company, F-Squared Retirement Solutions, LLC, a Delaware limited liability company, F-Squared Solutions, LLC, a Delaware limited liability company, and F-Squared Capital, LLC, a Delaware limited liability company (each, a “**Seller**” and collectively “**Sellers**”), and Broadmeadow Capital, LLC, a Delaware limited liability company (“**Purchaser**”).

RECITALS:

A. Sellers and Purchaser entered into that certain Asset Purchase Agreement dated July 3, 2015, as amended by Amendment No. 1 to the Asset Purchase Agreement, dated July 22, 2015, as further amended by Amendment No. 2 to the Asset Purchase Agreement, dated September 8, 2015 (as so amended, the “**Purchase Agreement**”).

B. Under the terms of the Purchase Agreement, Sellers have agreed to convey, transfer and assign to Purchaser, among other assets, certain intellectual property of Sellers, and Sellers have agreed to execute and deliver this IP Assignment to Purchaser for recording with the US Patent and Trademark Office and the US Copyright Office and corresponding Canadian entities or agencies.

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

AGREEMENT:

1. Assignment. Each Seller hereby irrevocably conveys, transfers and assigns to Purchaser, all of such Seller’s right, title and interest in and to the following (the “**Assigned IP**”):

(a) the patents and patent applications set forth on Schedule 1 hereto and all issuances, divisions, continuations, continuations-in-part, reissues, extensions, reexaminations and renewals thereof (the “**Patents**”);

(b) the trademark registrations and applications set forth on Schedule 2 hereto and all issuances, extensions and renewals thereof (the “**Trademarks**”), together with the goodwill of the business connected with the use of, and symbolized by, the Trademarks;

(c) the copyright registrations and applications for registration set forth on Schedule 3 hereto and all issuances, extensions and renewals thereof (the “**Copyrights**”);

(d) all rights of any kind whatsoever of such Seller accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

(e) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and

(f) any and all claims and causes of action, with respect to any of the foregoing, whether accruing before, on and/or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.

2. Recordation and Further Actions. Each Seller hereby authorizes the Commissioner for Patents, the Commissioner for Trademarks in the US Patent and Trademark Office, the Register of Copyrights in the US Copyright Office, and the officials of corresponding entities or agencies in Canada to record and register this IP Assignment upon request by Purchaser. Following the date hereof, upon Purchaser's reasonable request, each Seller shall take such steps and actions, and provide such cooperation and assistance to Purchaser and its successors, assigns and legal representatives, including the execution and delivery of any affidavits, declarations, oaths, exhibits, assignments, powers of attorney, or other documents, as may be necessary to effect, evidence or perfect the assignment of the Assigned IP to Purchaser, or any assignee or successor thereto.

3. Terms of the Purchase Agreement. This IP Assignment is entered into pursuant to the Purchase Agreement, to which reference is made for a further statement of the rights and obligations of each Seller and Purchaser with respect to the Assigned IP. The representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement shall not be superseded by this IP Assignment but shall remain in full force and effect to the full extent provided therein. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms of this IP Assignment, the terms of the Purchase Agreement shall govern.

4. Counterparts. This IP Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this IP Assignment delivered by facsimile, e-mail or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this IP Assignment.

5. Successors and Assigns. This IP Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

6. Governing Law. This IP Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this IP Assignment and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of Delaware without giving effect to any choice or conflict of law provision or rule (whether of the State of Delaware or any other jurisdiction).

[Signature page follows]

IN WITNESS WHEREOF, this IP Assignment has been duly executed and delivered by a duly authorized officer of each party on the date first set forth above.

Sellers:

F-SQUARED INVESTMENT
MANAGEMENT, LLC

By: David Phelps
Print name: David Phelps
Title: Chief Restructuring Officer

ACTIVE INDEX SOLUTIONS, LLC

By: David Phelps
Print name: David Phelps
Title: Chief Restructuring Officer

F-SQUARED INVESTMENTS, INC.

By: David Phelps
Print name: David Phelps
Title: Chief Restructuring Officer

F-SQUARED RETIREMENT SOLUTIONS,
LLC

By: David Phelps
Print name: David Phelps
Title: Chief Restructuring Officer

F-SQUARED INSTITUTIONAL ADVISORS,
LLC

By: David Phelps
Print name: David Phelps
Title: Chief Restructuring Officer

F-SQUARED SOLUTIONS, LLC

By: David Phelps
Print name: David Phelps
Title: Chief Restructuring Officer

F-SQUARED ALTERNATIVE
INVESTMENTS, LLC

By: David Phelps
Print name: David Phelps
Title: Chief Restructuring Officer

F-SQUARED CAPITAL, LLC

By: David Phelps
Print name: David Phelps
Title: Chief Restructuring Officer

ALPHASECTOR LLS GP LLC

By: David Phelps
Print name: David Phelps
Title: Chief Restructuring Officer

Purchaser:

BROADMEADOW CAPITAL, LLC

By: _____
Print name: Paul Ingersoll
Title: Chief Executive Officer

Signature Page to Intellectual Property Assignment

TRADEMARK
REEL: 005622 FRAME: 0448

IN WITNESS WHEREOF, this IP Assignment has been duly executed and delivered by a duly authorized officer of each party on the date first set forth above.

Sellers:

F-SQUARED INVESTMENT
MANAGEMENT, LLC

By: _____
Print name: David Phelps
Title: Chief Restructuring Officer

ACTIVE INDEX SOLUTIONS, LLC

By: _____
Print name: David Phelps
Title: Chief Restructuring Officer

F-SQUARED INVESTMENTS, INC.

By: _____
Print name: David Phelps
Title: Chief Restructuring Officer

F-SQUARED RETIREMENT SOLUTIONS,
LLC

By: _____
Print name: David Phelps
Title: Chief Restructuring Officer

F-SQUARED INSTITUTIONAL ADVISORS,
LLC

By: _____
Print name: David Phelps
Title: Chief Restructuring Officer

F-SQUARED SOLUTIONS, LLC

By: _____
Print name: David Phelps
Title: Chief Restructuring Officer

F-SQUARED ALTERNATIVE
INVESTMENTS, LLC

By: _____
Print name: David Phelps
Title: Chief Restructuring Officer

F-SQUARED CAPITAL, LLC


By: _____
Print name: David Phelps
Title: Chief Restructuring Officer

ALPHASECTOR LLS GP 1, LLC

By: _____
Print name: David Phelps
Title: Chief Restructuring Officer

Purchaser:

BROADMEADOW CAPITAL, LLC

By: 
Print name: Paul Ingersoll
Title: Chief Executive Officer

Schedule 1

ASSIGNED PATENTS AND PATENT APPLICATIONS

<u>Seller Party</u>	<u>Base Case No./Matter No.</u>	<u>Patent</u>	<u>Application No./ Patent No.</u>	<u>Reg. Date</u>	<u>Status</u>
F-Squared Investments, Inc.	2008054-0010/0017	Determining and providing a portfolio overlay for investment portfolio adjustment to mitigate financial risk	PCT/US13/64402	10/10/2013	Expired
F-Squared Investments, Inc.	2008054-0010/0014	Systems for determining and providing a portfolio overlay for investment portfolio adjustment to mitigate financial risk	14/051361	10/10/2013	Published Response to Office Action due 10/17/2015 to avoid abandonment
F-Squared Investments, Inc.	2008054-0010PR1/0010	Determining and providing a portfolio overlay for investment portfolio adjustment to mitigate financial risk	61/712094	10/10/2012	Converted
F-Squared Investments, Inc.	2008054-0010PR2/0015	System and method for creating and applying an investment strategy using a HAAR-based measure of market volatility	61/829209	5/30/2013	Converted
F-Squared Investments, Inc.	2008054-0010PR3/0016	Systems and methods for creating and applying an investment strategy	61/841312 (Converted)	6/29/2013	Converted
F-Squared Investments, Inc.	2008054-0018/0018	ETF trading product offering downside protection	Unfiled		

Schedule 2

ASSIGNED TRADEMARKS REGISTRATIONS AND TRADEMARK APPLICATIONS

<u>Seller Party</u>	<u>Country</u>	<u>Mark</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Registration Date</u>
F-Squared Investment Management, LLC	US	ALPHACYCLE	77/368,437	4,070,855	12/13/11
F-Squared Investment Management, LLC	Canada	ALPHASECTOR	1,640,727		Pending (approved)
F-Squared Investment Management, LLC	US	ALPHASECTOR	85/613,200	4,341,162	5/28/13
F-Squared Investment Management, LLC	US	BETAHEDGE	85/944,029	4,650,588	10/22/14
F-Squared Investment Management, LLC	US	F-SQUARED	77/305,935	4,171,911	7/10/12
F-Squared Investment Management, LLC	Canada	RETHINK INVESTING	1,640,726		Pending (approved)
F-Squared Investment Management, LLC	US	RETHINK INVESTING	85/613,202	4,380,985	8/06/13
F-Squared Investment Management, LLC	US	TRUE VOLATILITY	86/203,524		Pending (approved)

Schedule 3

ASSIGNED COPYRIGHTS REGISTRATIONS AND APPLICATIONS

NONE

Intellectual Property Assignment

RLF1 12906238v.3

RECORDED: 09/14/2015

**TRADEMARK
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