

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM364249

<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>
Pacer Financial, Inc.		12/02/2015	CORPORATION: PENNSYLVANIA
PF, LLC		12/02/2015	LIMITED LIABILITY COMPANY: PENNSYLVANIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	VTL Associates, LLC		
<b>Street Address:</b>	2005 Market Street		
<b>Internal Address:</b>	Suite 2020		
<b>City:</b>	Philadelphia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19103		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: PENNSYLVANIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3976098	REVENUESHARES	
<b>Registration Number:</b>	3976099	REVENUESHARES INVESTOR SERVICES	
<b>Registration Number:</b>	3972075	REVENUESHARES ETFS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127288111		
<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>	212 728 8000		
<b>Email:</b>	ipdept@willkie.com		
<b>Correspondent Name:</b>	Dorna Mohaghegh c/o Willkie Farr & Galla		
<b>Address Line 1:</b>	787 Seventh Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>ATTORNEY DOCKET NUMBER:</b>	116323.00017 DM		
<b>NAME OF SUBMITTER:</b>	Dorna Mohaghegh		
<b>SIGNATURE:</b>	/dornamohaghegh/		
<b>DATE SIGNED:</b>	12/02/2015		

CH \$90.00 3976098

**Total Attachments: 3**

source=assignment#page1.tif

source=assignment#page2.tif

source=assignment#page3.tif

Exhibit A

ASSIGNMENT

This is an Assignment, having an effective date of Dec 2, 2015, by and among:

Pacer Financial, Inc. and PF, LLC (collectively "Assignor") and

VTL Associates, LLC ("Assignee").

Assignor owns certain trademark, service mark and/or other rights in the names and/or marks RevenueShares and its formatives, and contain domain names comprising or containing one or more of the RevenueShares Marks or the Registrations, including, without limitation, those registrations owned by PF, LLC, individually, identified in Schedule A, hereto (the "Intellectual Property"). Assignee is desirous of acquiring all right, title and interest in and to the Intellectual Property.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor has sold, assigned, transferred and set over, and does hereby sell, assign, transfer and set over to Assignee the Intellectual Property identified in Schedule A and all intellectual property rights associated therewith, including, but not limited to, all goodwill of Assignor's business associated with said Intellectual Property as set forth in Schedule A together with any trademark and/or service mark applications and/or registrations including the same for the United States and all foreign countries and any registrations that may issue therefor in the United States and any foreign countries; the same to be held and enjoyed by Assignee for its own use and enjoyment, and for the use and enjoyment of its successors, assigns and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this assignment and sale had not been made, for the use and benefit of its successors, assigns or other legal representatives, together with all claims by Assignor for damages by reason of past infringement of any trade or service mark which arises from the Intellectual Property, with the right to sue for, and collect the same for its own use and benefit, and for the use and benefit of its successors, assigns or other legal representatives.


Assignor agrees that it, and its legal representatives or other persons duly authorized, will communicate to Assignee or the representatives thereof any facts known to it respecting said Intellectual Property set forth in Schedule A and will, upon request, testify in any legal proceedings, sign all lawful papers, make all rightful oaths, and generally do all other and further lawful acts, deemed necessary or expedient by Assignee or by counsel for Assignee, to assist or enable Assignee to obtain and enforce full benefits from the rights and interests herein assigned. This assignment shall be binding upon Assignor's successors and assigns, and shall inure to the benefit of the successors and/or assigns of Assignee.

Assignor agrees to waive all rights and privileges to attack the validity or ownership of any or all of any trademark or domain name registrations included in or which issue from said Intellectual Property, or any other intellectual property rights associated with the Intellectual Property which Assignor has assigned as against anyone claiming a right under any or all of the aforementioned rights under Assignor's assignment or grant.

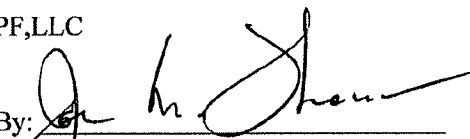
This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one instrument.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed by their officers duly appointed at the respective locations identified herein.

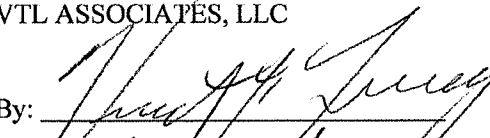
PACER FINANCIAL, INC.

By:   
Name: Joe M. Thomson  
Title: President

PF, LLC

By:   
Name: Joe M. Thomson  
Title: President

VTL ASSOCIATES, LLC

By:   
Name: Vince Lowery  
Title: Chairman

**SCHEDULE A TO ASSIGNMENT AGREEMENT**

**UNITED STATES TRADEMARKS**

REGISTRATION NO.	TITLE
3,976,098	RevenueShares
3,976,099	RevenueShares Investor Services
3,972,075	RevenueShares ETFs

**DOMAIN NAME REGISTRATIONS**

URL	REGISTRAR	REGISTRATION DATE
REVENUESHARESETFS.COM	Network Solutions	11-27-2011
REVENUESHARESETF.COM	Network Solutions	3-7-08

534912.1