

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM377467

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Credit Suisse Securities (USA) LLC		03/17/2016	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Institutional Capital Network, Inc.		
Street Address:	441 Lexington Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	Corporation: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	4162107	HEDGEFOCUS	
CORRESPONDENCE DATA			
Fax Number:	6172359493		
<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:	212-596-9530		
Email:	trademarks@ropesgray.com		
Correspondent Name:	Michael D. Kurzer, Ropes & Gray LLP		
Address Line 1:	1211 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	112218-0003		
NAME OF SUBMITTER:	Michael D. Kurzer		
SIGNATURE:	/Michael Kurzer/		
DATE SIGNED:	03/22/2016		
Total Attachments: 4			
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TRADEMARK ASSIGNMENT AGREEMENT

This TRADEMARK ASSIGNMENT AGREEMENT (this "Trademark Assignment"), dated as of March 17, 2016, is made by Credit Suisse Securities (USA) LLC, a Delaware limited liability company ("Seller"), in favor of Institutional Capital Network, Inc., a Delaware corporation ("Buyer"), the purchaser of certain assets of Seller pursuant to an Asset Purchase Agreement by and among Seller, Buyer and iCapital Securities, LLC, dated as of the date hereof (the "Purchase Agreement"). Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Purchase Agreement.

WHEREAS, under the terms of the Purchase Agreement, Seller has conveyed, transferred and assigned to Buyer, among other assets, certain intellectual property of Seller, and has agreed to execute and deliver this Trademark Assignment, for recording with the United States Patent and Trademark Office and corresponding entities or agencies in any applicable jurisdictions.

NOW THEREFORE, the parties agree as follows:

1. Assignment. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby irrevocably conveys, transfers and assigns to Buyer, and Buyer hereby accepts, all of Seller's right, title and interest in and to (a) the United States registered trademark "HedgeFocus" (registration number 4162107), all registrations, applications, renewals, extensions, and other similar items related to the foregoing, and all goodwill related thereto or arising therefrom; (b) all licenses for the use of the trademark; (c) all income, royalties, damages, claims, and payments now or hereafter due or payable under and with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (d) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) the right to assign the rights conveyed herein, the same to be held and enjoyed by the Buyer for its own use and benefit, and for the benefit of its successors, assigns, and legal representatives (the "Assigned Trademark").

2. Recordation. Seller hereby authorizes the Commissioner for Trademarks in the United States Patent and Trademark Office and the officials of corresponding entities or agencies in any applicable jurisdictions to record and register this Trademark Assignment upon request by Buyer.

3. Further Assurances. From and after the Closing Date, upon Buyer's reasonable request, Seller shall, without further consideration, execute and deliver such instruments of transfer, conveyance, assignment and assumption, and take such other action as may reasonably be necessary to give effect to the terms of this Trademark Assignment.

4. Counterparts. This Trademark Assignment may be executed in one or more counterparts (including by electronic mail in portable document format (*i.e.*, .pdf)), each of which shall be considered to be one and the same agreement, and shall become effective when one or more such counterparts have been signed by each of the parties and delivered to the other party.

5. Terms of the Purchase Agreement. This Trademark Assignment is entered into pursuant to the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern.

6. Successors and Assigns. This Trademark Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns as permitted under the Purchase Agreement.

7. Governing Law. This Trademark Assignment, and all claims or causes of action (whether in contract or tort) that may be based upon, arise out of or relate to this Trademark Assignment, or the negotiation, execution or performance of this Trademark Assignment, shall be governed by the internal laws of the State of New York applicable to agreements made and to be performed entirely within such state, without regard to the conflicts of law principles of such state.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Assignment as of the date first written above.

BUYER:

Institutional Capital Network, Inc.

By: Nicholas Veronis
Name: Nicholas Veronis
Title: Managing Partner

441 Lexington Avenue
New York, New York 10017

SELLER:

Credit Suisse Securities (USA) LLC

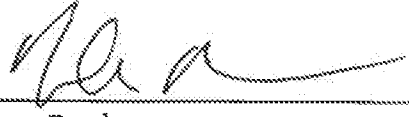
By: _____
Name:
Title:

One Madison Avenue
New York, New York 10010-3629

SELLER:

Credit Suisse Securities (USA) LLC

By: _____



Name: Kinsey Dyckman

Title: Managing Director

One Madison Avenue
New York, New York 10010-3629