

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM386897

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Grant of Security Interest in Exclusively Licensed Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Russell Investments Group Inc.		06/01/2016	Corporation: WASHINGTON
RECEIVING PARTY DATA			
Name:	Barclays Bank PLC, as Collateral Agent		
Street Address:	745 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	Public Limited Company: UNITED KINGDOM		
PROPERTY NUMBERS Total: 19			
Property Type	Number	Word Mark	
Registration Number:	4676109	RUSSELL ADAPTIVE INVESTING	
Registration Number:	3482432	RUSSELL PENSION FUNDING REPORT CARD	
Registration Number:	3493892	RUSSELL PENSION NAVIGATOR	
Registration Number:	4466870	RUSSELL RETIREMENT LIFESTYLE SOLUTION	
Registration Number:	3459779	RUSSELL SELECT HOLDINGS	
Registration Number:	3566030	RUSSELL SELECT HOLDINGS	
Registration Number:	4288514	RUSSELL'S MULTI-ASSET SOLUTIONS	
Registration Number:	3548893	RUSSELL	
Registration Number:	2533922	RUSSELL	
Registration Number:	1945514	RUSSELL	
Registration Number:	2747754	RUSSELL INVESTMENT GROUP	
Registration Number:	1884654	RUSSELL INVESTMENTS	
Registration Number:	2873085	RUSSELL	
Registration Number:	3709155	RUSSELL INVESTMENTS	
Registration Number:	1576348	RUSSELL	
Registration Number:	1599854	RUSSELL INVESTMENTS	
Registration Number:	3792722	RUSSELL INVESTMENTS	
Registration Number:	4050107	CONSCIOUS CURRENCY	
Registration Number:	4589591	CONSCIOUS CURRENCY	
TRADEMARK			

CH \$490.00 4676109

CORRESPONDENCE DATA**Fax Number:** 6502515002*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:** (212) 455-3222**Email:** jmull@stblaw.com**Correspondent Name:** Alexander Raytman**Address Line 1:** 425 Lexington Avenue**Address Line 4:** New York, NEW YORK 10017**ATTORNEY DOCKET NUMBER:** 008320/0213**NAME OF SUBMITTER:** J. Jason Mull**SIGNATURE:** /J. Jason Mull/**DATE SIGNED:** 06/07/2016**Total Attachments: 7**

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of June 1, 2016, is made by the Grantor (as identified below), in favor of Barclays Bank PLC, as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, Russell Investments Group Inc., a Washington corporation (“**Grantor**”), owns the Trademark Collateral (as defined below); and

WHEREAS, the Grantor is party to a Security Agreement dated as of June 1, 2016 (the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent in the Trademark Collateral and is required to execute and deliver this Trademark Security Agreement (this “**Agreement**”).

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Trademark Collateral**”):

(i) all trademarks, service marks, designs, logos, indicia of origin, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such a Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the “**Trademarks**”);

(ii) all goodwill of such Grantor’s business symbolized by the Trademarks associated therewith;

(iii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral; and

(iv) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 1(a) of the Security Agreement attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of any registration that issues from such intent-to-use application under applicable federal law.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement. All of the terms of the Security Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


RUSSELL INVESTMENTS GROUP INC.

By: _____

Name: Matthew C. Moss

Title: Chief Financial Officer

[Signature Page to Trademark Security Agreement]

TRADEMARK
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Accepted and Agreed:

BARCLAYS BANK PLC,
as the Collateral Agent

By: _____

Name: Craig J. Malloy
Title: Director

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005809 FRAME: 0107

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

US Trademarks:

Registered Owner	Trademark Description	Registration Number	Registration Date
Russell Investments Group Inc.	ONE FUND	3702622	10/27/2009
Russell Investments Group Inc.	DC DIRECTIONS	4158778	12/06/2012
Russell Investments Group Inc.	INNOVATE EVERY DAY	3959178	10/05/2011
Russell Investments Group Inc.	OpenWorld	4029056	20/09/2011
Russell Investments Group Inc.	LIFEPOINTS	3854008	28/09/2010
Russell Investments Group Inc.	LIFEPOINTS	2014267	05/11/1996
Russell Investments Group Inc.	LIFEPOINTS	2012499	29/10/1996
Russell Investments Group Inc.	LIFEPOINTS	2016210	12/11/1996
Russell Investments Group Inc.	LifePoints CONNECT	4053724	08/11/2011
Russell Investments Group Inc.	MULTI ASSET MULTI STYLE MULTI MANAGER	2866949	27/07/2004
Russell Investments Group Inc.	MULTI ASSET MULTI STYLE MULTI MANAGER	2574342	28/05/2002
Russell Investments Group Inc.	CONVERSATION [YIELDS] INNOVATION	4053590	08/11/2011
Russell Investments Group Inc.	IMPROVING FINANCIAL SECURITY FOR PEOPLE.	2416215	26/12/2000
Russell Investments Group Inc.	INVESTED. TOGETHER.	4733935	12/05/2015
Russell Investments Group Inc.	INVEST TOGETHER	4288385	12/02/2013
Russell Investments	ONE FUND AND	3938960	03/29/2011

Group Inc.	YOU'RE DONE		
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US Trademark Applications:

Registered Owner	Trademark Description	Appl. Number	Appl. Date
Russell Investments Group Inc.	AGENCY FX	86/430,210	10/21/2014

US Trademark Licenses:


Agreement	Date	Parties	Exclusively Licensed Marks¹
IP LICENSE AGREEMENT	06/01/2016	<u>Licensor: Frank Russell Company</u> <u>Purchaser: Emerald Acquisition Limited</u> <u>Licensed Subsidiaries²</u>	The marks listed on Annex A to Schedule A to the Trademark Security Agreement

ANNEX A

Registered Owner	Mark Description	Registration No.	Registration Date
Frank Russell Company	RUSSELL ADAPTIVE INVESTING	4676109	20-Jan-15
Frank Russell Company	RUSSELL PENSION FUNDING REPORT CARD	3482432	5-Aug-08
Frank Russell Company	RUSSELL PENSION NAVIGATOR	3493892	26-Aug-08
Frank Russell Company	RUSSELL RETIREMENT LIFESTYLE SOLUTION	4466870	14-Jan-14
Frank Russell Company	RUSSELL SELECT HOLDINGS	3459779	1-Jul-08
Frank Russell Company	RUSSELL SELECT HOLDINGS	3566030	20-Jan-09
Frank Russell Company	RUSSELL'S MULTI-ASSET SOLUTIONS	4288514	12-Feb-13
Frank Russell	RUSSELL SELECT HOLDINGS	3566030	20-Jan-09

¹ As provided by Section 1.01(b) of the IP License Agreement.

² As defined in the IP License Agreement.

Registered Owner	Mark Description	Registration No.	Registration Date
Company			
Frank Russell Company	RUSSELL	3548893	23-Dec-08
Frank Russell Company	RUSSELL	2533922	29-Jan-02
Frank Russell Company	RUSSELL	1945514	2-Jan-96
Frank Russell Company	RUSSELL INVESTMENT GROUP	2747754	5-Aug-03
Frank Russell Company	 Russell	1884654	21-Mar-95
Frank Russell Company	 Russell Investments	2873085	17-Aug-04
Frank Russell Company	 Russell Investments	3709155	10-Nov-09
Frank Russell Company	 Russell Investments	1576348	9-Jan-90
Frank Russell Company	 Russell Investments	1599854	5-Jun-90
Frank Russell Company	 Russell Investments	3792722	25-May-10
Frank Russell Company	CONSCIOUS CURRENCY	4050107	1-Nov-11
Frank Russell Company	CONSCIOUS CURRENCY	4589591	19-Aug-14
Russell Implementation Services Inc.	“RUSSELL INVESTMENTS” ³		

³ Hawaii State mark.