TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 Stylesheet Version v1.2

ETAS ID: TM427286

NATURE OF CONVEYANCE: ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The Bank of New York Mellon Corporation		04/24/2017	Corporation:

RECEIVING PARTY DATA

Name:	The Boston Company Asset Management LLC		
Street Address:	One Boston Place		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108-4408		
Entity Type:	Limited Liability Company: MASSACHUSETTS		

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark	
Registration Number:	4980985	THE BOSTON COMPANY ASSET MANAGEMENT, LLC	
Registration Number:	4980984	THE BOSTON COMPANY	
Registration Number:	1885262	THE BOSTON COMPANY	

CORRESPONDENCE DATA

Fax Number: 4122883063

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: 4122883131

Email: krydstrom@reedsmith.com

Kirsten R. Rydstrom **Correspondent Name:** Address Line 1: 225 Fifth Avenue

Address Line 4: Pittsburgh, PENNSYLVANIA 15222-2716

NAME OF SUBMITTER: Kirsten R. Rydstrom	
SIGNATURE:	/Kirsten R. Rydstrom/
DATE SIGNED:	05/11/2017

Total Attachments: 4

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GLOBAL TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment"), effective April 24, 2017, is made by The Bank of New York Mellon Corporation, a Delaware corporation, with its principal place of business at 225 Liberty Street, New York, New York 10286 (hereinafter "ASSIGNOR") and delivered to, and in favor of, The Boston Company Asset Management LLC, a Massachusetts limited liability company, with its principal place of business at BNY Mellon Center, One Boston Place, Boston, Massachusetts 02108-4408 (hereinafter "ASSIGNEE").

WHEREAS, ASSIGNOR owns all right, title and interest in the trademarks and trade names found and described on Schedule A (hereinafter referred to as the "Marks");

WHEREAS, ASSIGNOR desires to convey, transfer, assign and deliver to Assignee, all right, title and interest in and to all Marks, together with the goodwill of the business symbolized by the Marks, including all associated trademark rights and common law rights, together with all registrations and applications for registration of the Marks, all claims, demands and rights to recovery that ASSIGNOR has or may have for past, present and future infringements, dilution or other violations of such Marks, if any, and all rights to compromise, sue for, and collect on such claims, demands and rights to recovery;

WHEREAS, ASSIGNEE desires to acquire all of ASSIGNOR'S right, title and interest in the Marks, together with the goodwill of the business symbolized by the Marks, including all associated trademark rights and common law rights, together with all registrations and applications for registration of the Marks, all claims, demands and rights to recovery that ASSIGNOR has or may have for past, present and future infringements, dilution or other violations of such Marks, if any, and all rights to compromise, sue for, and collect on such claims, demands and rights to recovery;

NOW, THEREFORE, in exchange for mutual promises and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, ASSIGNOR and ASSIGNEE intending to be legally bound, hereby agree as follows:

- 1. <u>ASSIGNMENT</u>. ASSIGNOR hereby conveys, transfers, assigns, grants, and delivers to ASSIGNEE, and ASSIGNEE hereby accepts, ASSIGNOR's entire right, title and interest in and to the Marks, as set forth on the attached SCHEDULE A, together with the goodwill of the business symbolized by the Marks, including all associated trademark rights and common law rights, together with all registrations and applications for registration of the Marks, all claims, demands and rights to recovery that ASSIGNOR has or may have for past, present and future infringements, dilution or other violations of such Marks, if any, and all rights to compromise, sue for, and collect on such claims, demands and rights to recovery.
- OWNERSHIP. ASSIGNOR represents and warrants that: (a) it is the owner of
 the entire right, title and interest in and to the Marks; (b) it has the right and authority to assign
 ownership of the Marks; (c) it has not executed, and will not execute any agreement in conflict
 herewith.
- 3. <u>RECORDATION</u>. ASSIGNOR authorizes the Commissioner for Trademarks of the United States Patent and Trademark Office and any other empowered governmental official in

the United States and in relevant jurisdictions outside the United States to record and register this Assignment.

- 4. <u>FURTHER ASSURANCES</u>. From time to time, as and when requested by any party hereto, each other party shall execute, acknowledge and deliver, or cause to be executed, acknowledged, and delivered, all such other documents and instruments, and shall take, or cause to be taken, all such other actions as are reasonably necessary to vest full title in and to the Marks in ASSIGNEE, and to effectuate the objectives set forth in this Assignment.
- 5. <u>AMENDMENTS AND SEVERABILITY</u>. This Assignment may be amended, supplemented or modified only by a written instrument duly executed by each party hereto. If any provision of this Assignment is held to be illegal, invalid or unenforceable under any present or future law, and if the rights or obligations of any party under this Assignment will not be materially and adversely affected thereby, (a) such provision will be fully severable, (b) this Assignment will be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part bereof, (c) the remaining provisions of this Assignment will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance berefrom, and (d) in lieu of such illegal, invalid or unenforceable provision, there will be added automatically as a part of this Assignment a legal, valid and enforceable provision as similar to the terms of such illegal, invalid or unenforceable provision as may be possible and reasonably acceptable to the parties.
- 6. <u>SUCCESSORS AND ASSIGNS</u>. This Assignment shall be binding upon, inure to the benefit of, and is enforceable by the parties hereto and their respective successors and assigns.
- HEADINGS. Headings herein are provided for the convenience of reference only and shall not be deemed to constitute a part hereof.
- 8. <u>COUNTERPARTS</u>. This Assignment may be executed in counterparts (including executed counterparts delivered and exchanged by facsimile or electronic transmission), each of which shall be deemed an original, and all of which together shall constitute but one and the same instrument.

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IN WITNESS WHEREOF, ASSIGNOR and ASSIGNEE have caused this instrument to be duly executed by its authorized representative effective as of the date first above written.

The Bank of New York Mellon Corporation

Name: Maria D'Errico

Title: Director

The Boston Company Asset Management LLC

No. 10 Ann B S. C.

Name: Adam B. Joffe

Tille: (00 & Execumve Vice President

<u>SCHEDULE A</u>

Trademark	Country	Application No.	Registration No.
THE BOSTON COMPANY ASSET MANAGEMENT, LLC	United States	86/618,719	4,960,985
THE BOSTON COMPANY	United States	86/618,698	4,980,984
THE BOSTON COMPANY	United States	74/468,757	1,885,262

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RECORDED: 05/11/2017