

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM427870

|   |  |                                   |                    |
|---|--|-----------------------------------|--------------------|
| <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> |
| The Bank of New York Mellon Corporation   |  | 05/15/2017                        | Corporation:       |
| <b>RECEIVING PARTY DATA</b>   |  |                                   |                    |
| <b>Name:</b>  | The Bank of New York Mellon                        |                                   |                    |
| <b>Street Address:</b>  | 225 Liberty Street                                 |                                   |                    |
| <b>City:</b>  | New York   |                                   |                    |
| <b>State/Country:</b>   | NEW YORK   |                                   |                    |
| <b>Postal Code:</b>   | 10286  |                                   |                    |
| <b>Entity Type:</b>   | Chartered Bank: NEW YORK                           |                                   |                    |
| <b>PROPERTY NUMBERS Total: 5</b>  |  |                                   |                    |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>                  |                    |
| <b>Registration Number:</b>   | 4697393  | AUTO COLLATERAL EXCHANGE          |                    |
| <b>Registration Number:</b>   | 4697394  | AUTO COLLATERAL REQUEST           |                    |
| <b>Registration Number:</b>   | 4749803  | AUTOMATED DEAL MATCHING           |                    |
| <b>Registration Number:</b>   | 4643834  | CONTINUOUS PORTFOLIO OPTIMIZATION |                    |
| <b>Registration Number:</b>   | 4038881  | RM EDGE                           |                    |
| <b>CORRESPONDENCE DATA</b>  |  |                                   |                    |
| <b>Fax Number:</b>  | 4122883063   |                                   |                    |
| <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>   | 4122883131   |                                   |                    |
| <b>Email:</b>   | krydstrom@reedsmith.com                            |                                   |                    |
| <b>Correspondent Name:</b>  | Kirsten R. Rydstrom                                |                                   |                    |
| <b>Address Line 1:</b>  | 225 Fifth Avenue                                   |                                   |                    |
| <b>Address Line 4:</b>  | Pittsburgh, PENNSYLVANIA 15222-2716                |                                   |                    |
| <b>NAME OF SUBMITTER:</b>   | Kirsten R. Rydstrom                                |                                   |                    |
| <b>SIGNATURE:</b>   | /Kirsten R. Rydstrom/                              |                                   |                    |
| <b>DATE SIGNED:</b>   | 05/17/2017   |                                   |                    |
| <b>Total Attachments: 3</b>   |  |                                   |                    |
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## ASSIGNMENT OF TRADEMARKS

This Trademark Assignment (this "Assignment"), effective May 15, 2017, is made by **The Bank of New York Mellon Corporation**, a corporation existing under the laws of Delaware, with an address of 225 Liberty Street, New York, New York 10286 (hereinafter "ASSIGNOR") and delivered to, and in favor of, **The Bank of New York Mellon**, a New York State chartered bank, with an address of 225 Liberty Street, New York, New York 10286 (hereinafter "ASSIGNEE").

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

WHEREAS, ASSIGNEE is desirous of acquiring all of ASSIGNOR'S right, title and interest in the Marks, together with the goodwill of the business, symbolized by the Marks.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, ASSIGNOR, intending to be legally bound, does agree as follows:

1. ASSIGNOR hereby sells, assigns, grants and transfers over to ASSIGNEE, and ASSIGNEE hereby accepts, ASSIGNOR'S entire right, title and interest in the Marks throughout the world, as set forth on the attached **EXHIBIT A**, together with the goodwill of the business symbolized by the Marks and all rights at common law; and any causes of action for any past, present or future infringement of the Marks.

2. ASSIGNOR will execute further reasonable papers and will take other reasonable action necessary and proper to vest full title in and to the Marks in ASSIGNEE.

3. ASSIGNOR does hereby covenant that ASSIGNOR has not executed, and will not execute, any agreement in conflict herewith.

4. 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 hereof, (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 herefrom, 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.

5. This Assignment shall be binding upon, inures to the benefit of and is enforceable by the parties hereto and their respective successors and assigns.

6. Headings herein are provided for the convenience of reference only and shall not be deemed to constitute a part hereof.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be duly executed by its authorized representative effective as of the 15 day of May, 2017.

The Bank of New York Mellon Corporation

By: 

Name: Maria D'Errico

Title: Director

ATTACHMENT A

MARKS

|                                  |                               |
|----------------------------------|-------------------------------|
| AUTO COLLATERAL EXCHANGE         | Registration Number 4,697,393 |
| AUTO COLLATERAL REQUEST          | Registration Number 4,697,394 |
| AUTOMATED DEAL MATCHING          | Registration Number 4,749,803 |
| CONTINUOS PORTFOLIO OPTIMIZATION | Registration Number 4,643,834 |
| RM EDGE                          | Registration Number 4,038,881 |