

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM485367

|   |  |                       |  |
|---|--|-----------------------|--|
| <b>SUBMISSION TYPE:</b>   | NEW ASSIGNMENT                                     |                       |  |
| <b>NATURE OF CONVEYANCE:</b>  | ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL |                       |  |
| <b>SEQUENCE:</b>  | 1  |                       |  |
| <b>CONVEYING PARTY DATA</b>   |  |                       |  |
| <b>Name</b>   | <b>Formerly</b>                                    | <b>Execution Date</b> | <b>Entity Type</b>                     |
| Guggenheim Capital, LLC   |  | 04/06/2018            | Limited Liability Company:<br>DELAWARE |
| Security Investors, LLC   |  | 04/06/2018            | Limited Liability Company:<br>KANSAS   |
| Rydex Holdings, LLC   |  | 04/06/2018            | Limited Liability Company:<br>ARKANSAS |
| <b>RECEIVING PARTY DATA</b>   |  |                       |  |
| <b>Name:</b>  | Invesco Ltd.                                       |                       |  |
| <b>Street Address:</b>  | 1555 Peachtree Street                              |                       |  |
| <b>City:</b>  | Atlanta  |                       |  |
| <b>State/Country:</b>   | GEORGIA  |                       |  |
| <b>Postal Code:</b>   | 30309  |                       |  |
| <b>Entity Type:</b>   | Corporation: BERMUDA                               |                       |  |
| <b>PROPERTY NUMBERS Total: 1</b>  |  |                       |  |
| <b>Property Type</b>  | <b>Number</b>                                      | <b>Word Mark</b>      |  |
| <b>Registration Number:</b>   | 3391786  | CURRENCYSHARES        |  |
| <b>CORRESPONDENCE DATA</b>  |  |                       |  |
| <b>Fax Number:</b>  | 7044441111   |                       |  |
| <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>   | 704-444-1124                                       |                       |  |
| <b>Email:</b>   | elaine.hunt@alston.com                             |                       |  |
| <b>Correspondent Name:</b>  | Michele M. Glessner                                |                       |  |
| <b>Address Line 1:</b>  | Alston & Bird LLP                                  |                       |  |
| <b>Address Line 2:</b>  | 101 South Tryon Street, Suite 4000                 |                       |  |
| <b>Address Line 4:</b>  | Charlotte, NORTH CAROLINA 28280-4000               |                       |  |
| <b>NAME OF SUBMITTER:</b>   | Elaine B. Hunt                                     |                       |  |
| <b>SIGNATURE:</b>   | /Elaine B. Hunt/                                   |                       |  |
| <b>DATE SIGNED:</b>   | 08/09/2018   |                       |  |

CH \$40.00 3391786

**Total Attachments: 5**

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**TRADEMARK ASSIGNMENT**

This Trademark Assignment (this "Assignment"), dated as of April 6, 2018, is by and among GUGGENHEIM CAPITAL, LLC, a Delaware limited liability company, SECURITY INVESTORS, LLC, a Kansas limited liability company, and RYDEX HOLDINGS, LLC, a Kansas limited liability company (collectively, the "Assignors"), and INVESCO LTD., a Bermuda corporation (the "Assignee"). Unless otherwise provided herein, capitalized terms used herein shall have the meanings given them in the Transaction Agreement (as defined below).

WHEREAS, Guggenheim Capital, LLC and the Assignee are parties to that certain Transaction Agreement, dated as of September 28, 2017 (as amended from time to time in accordance with its terms, the "Transaction Agreement"), pursuant to which, and subject to the terms and conditions set forth therein, the Assignee has agreed to purchase assets primarily used in or relating to the ETFs Business;

WHEREAS, the Assignors are the owner of the Trademarks set forth on Schedule A attached hereto (collectively, the "Transferred Trademarks"); and

WHEREAS, in connection with the consummation of the transactions contemplated by the Transaction Agreement, the Assignors desire to assign and transfer to the Assignee all of the Assignors' right, title and interest in and to the Transferred Trademarks and the Assignee desires to acquire from the Assignors all such right, title and interest in and to the Transferred Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignors hereby assign and transfer to the Assignee, its successors and assigns, all of the Assignors' right, title and interest in and to the Transferred Trademarks, together with all goodwill associated with such Transferred Trademarks.

Each Assignor further agrees that it will cause to be performed such other lawful acts, and to be executed such further assignments and other lawful documents, as the Assignee may, from time to time, reasonably request to effect fully this Assignment and to permit the Assignee to be duly recorded as the registered owner of the Transferred Trademarks. The Assignee shall be responsible for all fees for recordation of this Assignment, and the Assignors agree to cooperate fully with the Assignee to accomplish such recordation.

This Assignment shall be governed by and construed in accordance with the Laws of the State of Delaware, without regard to the conflicts of law rules of such state.

This Assignment may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Assignment shall become effective when each party hereto shall have received a counterpart hereof signed by the other party hereto.

*[Remainder of page intentionally left blank; signature pages follow.]*

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and delivered as of the date first written above.

GUGGENHEIM CAPITAL, LLC

By:   
Name: David L. Korman  
Title: Chief Legal Officer

SECURITY INVESTORS, LLC

By: \_\_\_\_\_  
Name: Amy J. Lee  
Title: Secretary

RYDEX HOLDINGS, LLC

By: \_\_\_\_\_  
Name: Amy J. Lee  
Title: Secretary

*[Signature Page to Trademark Assignment]*

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed and delivered as of the date first written above.

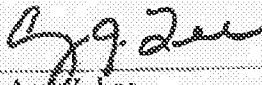
GUGGENHEIM CAPITAL, LLC

By: \_\_\_\_\_  
Name: David L. Korman  
Title: Chief Legal Officer

SECURITY INVESTORS, LLC

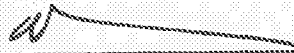
By:  \_\_\_\_\_  
Name: Amy J. Lee  
Title: Secretary

RYDEX HOLDINGS, LLC

By:  \_\_\_\_\_  
Name: Amy J. Lee  
Title: Secretary

*[Signature Page to Trademark Assignment]*

INVESCO LTD.

By:   
Name: Robert Rigsby  
Title: Managing Director

*[Signature Page to Trademark Assignment]*

SCHEDULE A

Transferred Trademarks

Trademarks

| Owner                   | Serial # | Filing Date | Registration # | Reg. Date  | Mark           |
|-------------------------|----------|-------------|----------------|------------|----------------|
| Guggenheim Capital, LLC | 86325545 | 07/01/2014  | N/A            | N/A        | XDEX           |
| Security Investors, LLC | 77208779 | 06/18/2007  | 3595599        | 03/24/2009 | ETF ESSENTIALS |
| Rydex Holdings, LLC     | 78660991 | 06/29/2005  | 3391786        | 03/04/2008 | CURRENCYSHARES |

Service Marks

EXDEX