

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America Corporation		02/04/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Rainer Investment Management, Inc.		
Street Address:	601 Union Street, Suite 2801		
City:	Seattle		
State/Country:	WASHINGTON		
Postal Code:	98101		
Entity Type:	CORPORATION: WASHINGTON		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	1499292	RAINIER	
CORRESPONDENCE DATA			
Fax Number:	(206)359-9000		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	206-359-8000		
Email:	pctrademarks@perkinscoie.com		
Correspondent Name:	James L. Vana of Perkins Coie LLP		
Address Line 1:	1201 Third Avenue, Suite 4800		
Address Line 4:	Seattle, WASHINGTON 98101		
ATTORNEY DOCKET NUMBER:	28625-4000		
NAME OF SUBMITTER:	James L. Vana		
Signature:	/James L. Vana/		
Date:	02/05/2009		

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REEL: 003930 FRAME: 0918

Total Attachments: 3

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QUIT CLAIM TRADEMARK ASSIGNMENT AGREEMENT AND RELEASE

This agreement (the "Agreement") is entered into as of February 4th, 2009 (the "Effective Date") by and between Rainier Investment Management, Inc., a Washington corporation with a primary business address of 601 Union Street, Suite 2801, Seattle, Washington ("RIM") and Bank of America Corporation, a Delaware corporation with a primary business address of 100 North Tryon Street, Charlotte, North Carolina ("BoA"), together sometimes referred to as the "Parties."

I. BACKGROUND

A. BoA (by change of name from BankAmerica Corporation) is the owner of record of U.S. Trademark Registration No. 1499292 for the service mark "Rainier" (respectively, the "Registration" and "Rainier"), which identifies commercial, investment, mortgage and savings bank services; credit card services; lending services; safe deposit services; sales and brokerage of stocks, bonds, mutual funds and other securities and investment vehicles; financial planning and investment consulting services.

B. RIM provides a variety of investment management and other financial advisory services, under the service marks RIM, RAINIER, RAINIER INVESTMENT MANAGEMENT (collectively, the "Rainier Marks") and other marks containing the term RAINIER.

C. BoA and RIM entered into a transactional document that contained a license from a predecessor of BoA to RIM to use the names RIM and Rainier Investment Management, which license is still in effect. BoA desires to assign to RIM, and RIM desires to acquire from BoA, the entire worldwide right, title and interest of BoA in and to the Registration and the Rainier Marks, together with the goodwill and common law rights appurtenant thereto and to terminate the remaining executory rights and obligations of the Parties with respect to such license.

THEREFORE, in consideration of and exchange for the premises and promises set forth in this Agreement, as well as \$100 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

II. AGREEMENT

1. Quitclaim Trademark Assignment. BoA assigns to RIM, on a quitclaim basis, the entire worldwide right, title and interest of BoA in and to the Registration and the Rainier Marks, together with the goodwill of the business and common law rights appurtenant thereto.

2. No Interference or Challenge by BoA. BoA will not interfere with RIM's use or registration of the Rainier Marks, or challenge the validity or RIM's ownership of such marks, whether by claim of infringement, or attempt to oppose or cancel any registration, on any grounds.

3. Settlement and Release. All remaining executory rights and obligations of the Parties with respect to the license to RIM referenced above are hereby terminated. All disputes and claims between the Parties related to any acts or events existing or occurring on or before the Effective Date which relate in any way to the Rainier Marks, including all claims or causes of action

that have been or could have been brought, are fully resolved and settled. The Parties, respectively, hereby waive, release, discharge and covenant not to sue each other from any and all such claims, counterclaims, liabilities (contingent or otherwise), rights, demands, damages, costs, expenses, attorneys' fees or causes of action, whether known or unknown. This release shall not relieve the Parties from their obligations under this Agreement.

4. Indemnification. RIM hereby agrees to defend and indemnify BoA in connection with any claim against BoA related to RIM's ownership or use of any Rainier Marks, whether before or after the Effective Date. BoA represents that (i) it has no knowledge of any claims, pending or threatened, related to the Rainier Marks; (ii) it entered into a non-exclusive license agreement with Mountain Bank Holding Company, NA, dba Mt. Rainier National Bank with respect to the name "Mt. Rainier" and the service mark, "Mt. Rainier" that expired according to its terms on August 9, 2008 and was not renewed; and (iii) it has not otherwise directly or indirectly licensed the use of any of the Rainier Marks to another entity.

5. Additional Documents and Acts. The Parties agree to execute such additional documents and perform such additional acts as may be reasonably necessary to effectuate the purposes of this Agreement.

6. Dispute Resolution. If either Party feels that the other Party has breached any term of this Agreement, the non-breaching Party will promptly provide notice to the other Party of the alleged breach. The Party accused of a breach ("Accused Party") will have thirty (30) days either to remedy the breach or to inform the other Party that no breach has occurred. The Parties will then engage in good faith discussions for up to sixty (60) days to resolve the dispute regarding the alleged breach.

7. Partial Invalidity. The invalidity or unenforceability of any provision of this Agreement will not affect the other provisions hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable provision will be replaced with a valid and enforceable provision as similar as possible to the one replaced.

8. Binding Agreement; Assignment. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, personal representatives, successors in interest, assigns and affiliates of the respective Parties. This Agreement shall be assignable by either party.

9. Counterparts. This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same instrument and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Party. This Agreement may be executed by delivery of a signature by facsimile or other electronic means reasonably acceptable to both Parties and such signature shall constitute an original for all purposes.

10. Authority to Execute. The execution and delivery of this Agreement by or on behalf of a Party shall constitute a representation by each person performing the execution and/or delivery that such person has been duly and validly authorized to execute and/or deliver this Agreement by or on behalf of that Party and that this Agreement is legally binding on and enforceable against that Party.

11. Governing Law. This Agreement and all amendments, modifications, alterations, or supplements, and the rights of the Parties under this Agreement, shall be construed under, and governed by, the laws of the State of Washington, U.S.A. without regard to conflict of law principles.

12. Entire Agreement: Modification. This Agreement constitutes the entire understanding between the Parties regarding the Rainier Marks and supersedes any previous communications, representations or agreements by either party, whether oral or written, regarding the Rainier Marks. No change or modification of any of the terms or conditions in this Agreement shall be valid or binding on either party unless in writing and signed by an authorized representative of each party.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

RAINIER INVESTMENT MANAGEMENT, INC.

by: Mark Dawson

Mark Dawson, Principal

Print Name & Title

BANK OF AMERICA CORPORATION

by: Kelley Semmelroth

KELLEY SEMMELROTH, STRATEGIC

Print Name & Title MARKETING