

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
McMorgan & Co		09/28/2001	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	McMorgan Acquisition Company LLC		
Street Address:	c/o New York Life Investment Management Holdings LLC		
Internal Address:	51 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2725373	MCMORGAN FUNDS	
CORRESPONDENCE DATA			
Fax Number:	(212)813-5901		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-8136-5900		
Email:	anicolescu@fzlj.com		
Correspondent Name:	ANDREW N. FREDBECK		
Address Line 1:	FROSS ZELNICK LEHRMAN & ZISSU, P.C.		
Address Line 2:	866 UNITED NATIONS PLAZA		
Address Line 4:	NEW YORK, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	MCMO 0903510		
NAME OF SUBMITTER:	Andrew N. Fredbeck		
Signature:	/anca nicolescu/		

CH \$40.00 2725373

Date:

05/27/2010

Total Attachments: 4

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ASSIGNMENT OF U.S. TRADEMARKS

ASSIGNMENT OF TRADEMARKS (the "Assignment"), dated September 28, 2001, made by McMorgan & Co., a California corporation having a principal place of business at One Bush Street, Suite 800, San Francisco, California 94104 ("Assignor"), to McMorgan Acquisition Company LLC, a Delaware limited liability company having a principal place of business c/o New York Life Investment Management Holdings LLC, 51 Madison Avenue, New York, New York 10010 ("Assignee").

WHEREAS, Assignor, Assignee and New York Life Investment Management Holdings LLC, a Delaware limited liability company, are parties to an Asset Purchase Agreement, dated as of May 25, 2001 (the "Agreement"), providing for the execution and delivery of this Assignment by Assignor to Assignee (capitalized terms used herein without definition shall have the meanings set forth in the Agreement);

WHEREAS, Assignor has adopted, used and is using the marks set forth on Schedule I hereto and incorporated by reference herein, which are registered, or for which applications for registration have been filed, in the United States Patent and Trademark Office, and other marks, including but not limited to those set forth on Schedule I (the "Assigned Marks"); and

WHEREAS, Assignee desires to purchase or acquire all Assignor's right, title and interest in and to the Assigned Marks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor does hereby transfer, convey, assign and deliver to Assignee all right, title and interest of Assignor in and to the Assigned Marks, the registrations and applications for registrations thereof, and the goodwill of the business connected with the use thereof and symbolized thereby, free and clear of all Liens, other than Permitted Liens; all rights of priority therein in any country as may now or hereafter be granted to it by law, treaty or other international convention; and all rights, interests, claims and demands recoverable in law or equity, that Assignor has or may have in profits and damages for past, present and future infringements of the Assigned Marks, including, without limitation, the right to compromise, sue for and collect such profits and damages; the same to be held and enjoyed by Assignee, its successors and assigns or their legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment had not been made.


2. Assignor hereby agrees that Assignor shall, from time to time, execute and deliver to Assignee such additional instruments, documents, conveyances or assurances and take such other action as reasonably have been or may be requested by Assignee to confirm the rights and obligations provided for in the Agreement and render effective the consummation of the transactions contemplated hereby and thereby.

3. All representations and warranties from Assignor to Assignee in the Agreement with respect to the Assigned Marks and the other rights assigned above are incorporated herein by reference.

4. This Assignment shall be governed by, and construed in accordance with, the laws of the United States, in respect to trademark issues and in all other respects including as to validity, interpretation and effect by the laws of the State of New York, without giving effect to the conflict of laws rules thereof.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed as of the date first set forth above.

McMORGAN & CO.

By 
Name: TERRY A O'TOOLE
Title: PRESIDENT/Chief Executive Officer

STATE OF CALIFORNIA)
) ss.:
COUNTY OF SAN FRANCISCO)

On Sept 28 2001 before me, MARCIA ROBERTS personally
appeared TERRY A. O'DOOLE, personally known to me (or proved to me on the
basis of satisfactory evidence) to be the person whose name is subscribed to the within
instrument and acknowledged to me that he executed the same in his authorized capacity,
and that by his signature on the instrument the person, or the entity upon behalf of which
the person acted, executed the instrument.



Witness my hand and official seal.

Signature Marcia Roberts

(Seal)

Schedule I

Trademark Applications

<u>Mark</u>	<u>Application Number</u>	<u>Application Date</u>
MCMORGAN FUNDS	76/268,388	June 7, 2001
MCMORGAN & COMPANY	76/251,406	May 4, 2001