

O:MARY FINN SHAPIRO COMPANY:90 SOUTH 7TH STREET

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

04/01/2011
900188241

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		03/03/2011	CORPORATION:
RECEIVING PARTY DATA			
Name:	Pariter Solutions, LLC		
Street Address:	333 Market Street		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94105		
Entity Type:	LIMITED LIABILITY COMPANY: <i>Delaware</i>		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3854215	PARITER SOLUTIONS	
CORRESPONDENCE DATA			
Fax Number:	(612)667-5098		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	612-667-2342		
Email:	mary.f.shapiro@wellsfargo.com		
Correspondent Name:	Mary Finn Shapiro		
Address Line 1:	90 South 7th Street		
Address Line 2:	MAC N9305-176		
Address Line 4:	Minneapolis, MINNESOTA 55479		
ATTORNEY DOCKET NUMBER:	STEPHANIE STURGIS/ 89802		
NAME OF SUBMITTER:	Mary Finn Shapiro		
Signature:	/Mary Finn Shapiro/		
Date:	03/29/2011		
Total Attachments: 2 source=Pariter Solutions Assignment#page1.tif source=Pariter Solutions Assignment#page2.tif			

OP \$40.00 3854215

700462006

TRADEMARK
REEL: 004534 FRAME: 0244

O:MARY PINN SHAPIRO COMPANY:90 SOUTH 7TH STREET

03-Mar-2011 10:28 AM Bank of America 980-388-7342

1/2

TRADEMARK ASSIGNMENT

This Assignment of Trademark Agreement (the "Assignment"), dated March 3, 2011, is made by and between Bank of America Corporation, a Delaware corporation, having a place of business at 100 North Tryon Street, Charlotte, N.C. 28255 ("Assignor") and Pariter Solutions, LLC ("Assignee"), a Delaware limited liability company, having a place of business at 333 Market Street, San Francisco, CA 94105 ("Assignee").

WHEREAS, Assignor is the record owner of the PARITER SOLUTIONS service mark ("Service Mark") and U.S. Trademark Registration No. 3,854,215 (the "Registration"); and

WHEREAS, effective May 14, 2008, Bank of America, N.A. and Wells Fargo Bank, N.A. entered into a Limited Liability Company Agreement that created Assignee (the "Agreement").

WHEREAS, Assignor desires to assign to Assignee all of its right, title and interest in the Service Mark and the Registration;

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

1. **Assignment.** Assignor hereby sells, assigns and transfers to Assignee all of Assignor's right, title and interest in and to the Service Mark and the Registration, together with the goodwill of the business symbolized by the Service Mark and the Registration, all common law rights related thereto, all rights of registration, renewal or extension, and all causes of action and rights of recovery for past infringement of the Service Mark and Registration.

2. **Cooperation.** Assignor agrees to execute and deliver at the request and expense of Assignee all papers, instruments, and assignments which are deemed necessary or desirable by Assignee to perfect in it the rights, title, and interest herein conveyed.

3. **Representation and Warranties of Assignor.** Assignor represents and warrants that to the best knowledge of Assignor, Assignor owns and has title, free, clear and unencumbered, subject to no rights of third parties, to the Service Mark and Registration. Assignor represents and warrants that to the best knowledge of Assignor, Assignor has the absolute and unrestricted right to transfer the Service Mark and Registration. Assignor represents and warrants that to the best knowledge of Assignor, there is no pending infringement litigation, or any other litigation or claim, or other judicial, administrative, or other investigative proceeding, at law or in equity, or otherwise before any court or governmental agency, nor, to the best knowledge of Assignor, is any such litigation, claim or proceeding threatened, concerning the Mark or the Registration.

USPTO

4/12/2011 7:37:03 PM PAGE

6/006

Fax Server

O:MARY RINN SHAPIRO COMPANY:90 SOUTH 7TH STREET

03-Mar-2011 10:28 AM Bank of America 980-388-7342

2/2

4. **Survival.** The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and assigns and shall be binding upon Assignor, its successors and assigns. The Agreement remains in full force and effect and this Assignment is not intended to, nor does it, waive, alter or reduce the respective rights or obligations of the parties under the Agreement.

5. **Recordation.** The Parties hereby request and authorize the relevant authority at the United States Patent and Trademark Office and/or the applicable foreign authorities to record Assignee as the assignee and owner of the Mark and Registration.

6. **Entire Agreement.** This Assignment is intended by the parties to constitute the entire agreement of the parties with respect to the transactions contemplated by this Assignment. This Assignment supersedes any and all prior understandings, written or oral, between the parties with regard to the Service Mark and Registration.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be duly executed by their duly authorized representative as of the day and year first above written.

BANK OF AMERICA CORPORATION

By: *Janet E. Sullivan*
Name: Janet E. Sullivan
Title: Vice President

PARITER SOLUTIONS, LLC

By: *SA. Stump-Huff*
Name: STEPHANIE STURGIS-GRIFFIN
Title: CEO