

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS 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>
BNY MELLON DISTRIBUTORS HOLDINGS, INC.		11/29/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	LOCKWOOD ADVISORS, INC.		
<b>Street Address:</b>	760 Moore Road		
<b>City:</b>	King of Prussia		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	19406		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 4</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3040022	ADVISORPORT	
<b>Registration Number:</b>	2456332	ADVISORPORT.COM	
<b>Registration Number:</b>	2795424	ASSETDIRECTIONS	
<b>Registration Number:</b>	3265648	PFPC MANAGED ACCOUNT SERVICES	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(412)288-3063		
<b>Phone:</b>	412 288 7284		
<b>Email:</b>	KRydstrom@reedsmith.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Correspondent Name:</b>	Kirsten R. Rydstrom		
<b>Address Line 1:</b>	ReedSmith LLP		
<b>Address Line 2:</b>	P.O.Box 488		
<b>Address Line 4:</b>	Pittsburgh, PENNSYLVANIA 15230-0488		
<b>ATTORNEY DOCKET NUMBER:</b>	10304US450000.20509 KRR		

**OP \$115.00 3040022**

**900208077**

**TRADEMARK**  
**REEL: 004667 FRAME: 0391**

NAME OF SUBMITTER:	Kirsten R. Rydstrom
Signature:	/Kirsten R. Rydstrom/
Date:	11/29/2011
<b>Total Attachments: 3</b> source=AssignmentBNYMellonDistributorsHoldningsInc#page1.tif source=AssignmentBNYMellonDistributorsHoldningsInc#page2.tif source=AssignmentBNYMellonDistributorsHoldningsInc#page3.tif	

## ASSIGNMENT OF TRADEMARKS

This Trademark Assignment (this "Assignment"), effective July 1, 2010, is made by **BNY MELLON DISTRIBUTORS HOLDINGS, INC.**, a corporation existing under the laws of the State of Delaware, with an address of 301 Bellevue Parkway, Wilmington, DE 19809 (hereinafter "ASSIGNOR") and delivered to, and in favor of, **LOCKWOOD ADVISORS, INC.**, a corporation existing under the laws of the State of Delaware, with an address of 760 Moore Road, King of Prussia, PA 19406 (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; to the extent any pending applications for registration of a Mark have been filed on the basis of ASSIGNOR'S "intent-to-use" such Marks, that portion of ASSIGNOR'S business to which such Mark pertains (which is ongoing and existing); 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. ASSIGNOR further covenants that it will not use or apply for any trademarks, service marks or trade dress identical to or substantially similar to the MARKS.

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.

7. This Assignment may be executed in counterparts (including executed counterparts delivered and exchanged by facsimile or electronic transmission), each of which shall be deemed an original, and all of which together shall constitute but one and the same instrument.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be duly executed by its authorized representative effective as of the 29<sup>th</sup> day of November, 2011.

BNY MELLON DISTRIBUTORS  
HOLDINGS, INC.

By: 

Name:

Nancy B. Wohlott

Title:

President + CEO

**Attachment A**

Mark	Registration No. or Application No.
ADVISORPORT	3,040,022
ADVISORPORT.COM	2,456,332
ASSETDIRECTIONS	2,795,424
PFPC MANAGED ACCOUNT SERVICES	3,265,648