

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
Lyster Watson Management, Inc.		06/29/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Van Eck Associates Corporation		
Street Address:	335 Madison Avenue		
Internal Address:	19th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10017		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3066794	TRUE ALPHA	
Registration Number:	3357077	TRUE	
CORRESPONDENCE DATA			
Fax Number:	2156552286		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	trademarks@dechert.com		
Correspondent Name:	Jacob Bishop		
Address Line 1:	Dechert LLP		
Address Line 2:	Cira Centre, 2929 Arch Street		
Address Line 4:	Philadelphia, PENNSYLVANIA 19104-2808		
ATTORNEY DOCKET NUMBER:	122962		
NAME OF SUBMITTER:	Jacob Bishop		
Signature:	/Jacob Bishop/		

CH \$65.00 3066794

Date:

11/12/2012

Total Attachments: 5

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ASSIGNMENT OF TRADEMARKS

This Assignment (hereinafter "Agreement") is made and entered into effective as of June 29, 2012 by and between Lyster Watson Management Inc. d/b/a Lyster Watson & Company, a corporation of the State of Delaware, with a principle place of business at 888 7th Avenue, 40th Floor, New York, New York 10019 (hereinafter "Assignor"), on the one hand, and Van Eck Associates Corporation, a corporation of the State of Delaware, with a place of business at 335 Madison Avenue, 19th Floor, New York, New York 10017 (hereinafter "Assignee"), on the other hand.

WHEREAS, Assignor owns trademarks and the associated goodwill set forth in U.S. trademark registrations for the marks TRUE ALPHA and TRUE α (collectively, the "Marks") as set forth under U.S. Trademark Reg. Nos. 3,066,794 and 3,357,077, respectively (collectively, the "Registrations") (the Registrations and Marks, along with the associated goodwill of the Marks are hereinafter collectively referred to as the "Property");

WHEREAS, Assignee wishes to acquire from Assignor all of its right, title and interest in, to and under such Property;

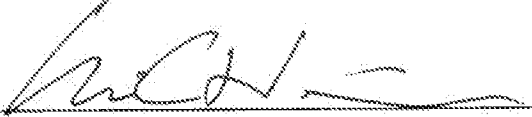
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby irrevocably assigns, transfers and conveys to Assignee, its successors, assigns and legal representatives forever and Assignee hereby accepts, Assignor's entire right, title and interest in and to such Property throughout the world, together with that part of the goodwill of Assignor's business connected with the use of the Marks and the Registrations thereof and symbolized thereby, and any and all of Assignor's other rights, privileges and priorities provided under the United States, state or foreign law with respect to the Property, including without limitation Assignor's common law rights, State law

rights, and rights under the laws of the States and United States relating to unfair competition (hereinafter the "Transferred Rights"), any and all of Assignor's rights to obtain renewals, reissues, and extensions for such Property and the Registrations or applications for Registration or maintenance thereof of such Marks or other legal protections pertaining to the Transferred Rights and the right to sue and recover damages for past, present and future infringements of the Property.

Assignor agrees to execute and deliver such other documents and to take all such other actions which Assignee, its successors and assigns may reasonably request to effect the terms of this Agreement and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement.

ASSIGNOR:

LYSTER WATSON & COMPANY

By: 
Name: Robert C. Watson
Title: President

ASSIGNEE:

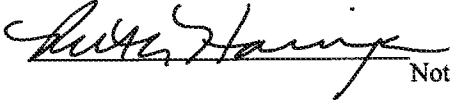
VAN ECK ASSOCIATES CORPORATION

By: _____
Name:
Title:

State of
County of

SS:

On this 29 day of June, before me personally appeared Robert Watson who acknowledged under oath, to my satisfaction, that he signed and delivered the attached instrument as President of Lyster Watson Management, Inc. d/b/a Lyster Watson & Company, a Delaware corporation, that he is authorized by the board of directors of such corporation to sign and deliver this instrument on behalf of the corporation; and that he executed the same for the uses and purposes therein set forth.


Notary Public

RUTH HARRIGAN
Notary Public, State of New York
No. 01HA6014619
Qualified in Queens County
Commission Expires October 19, 2014

State of
County of

SS:

On this _____ day of _____, before me personally appeared _____ who acknowledged under oath, to my satisfaction, that he signed and delivered the attached instrument as _____ of Van Eck Associates Corporation, a Delaware corporation, that he is authorized by the board of directors of the corporation to sign and deliver this instrument on behalf of such corporation; and that he executed the same for the uses and purposes therein set forth.

Notary Public

and/or regions with respect to the Property, including without limitation Assignor's common law rights, civil law rights and rights under the laws of the various countries and/or regions (hereinafter the "Transferred Rights"), any and all of Assignor's rights to obtain renewals, reissues, and extensions for such Property and the Registrations or applications for Registration or maintenance thereof of such Marks or other legal protections pertaining to the Transferred Rights and the right to sue and recover damages for past, present and future infringements of the Property.

Assignor agrees to execute and deliver such other documents and to take all such other actions which Assignee, its successors and assigns may reasonably request to effect the terms of this Agreement and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Agreement.

ASSIGNOR:
LYSTER WATSON & COMPANY

By: _____
Name:
Title:

ASSIGNEE:
VAN ECK ASSOCIATES CORPORATION

By: Joseph J. McBrein
Name: Joseph J. McBrein
Title: Senior Vice President
and General Counsel

State of _____ :
County of _____ : SS:

On this _____ day of _____, before me personally appeared _____ who acknowledged under oath, to my satisfaction, that he signed and delivered the attached instrument as _____ of Lyster Watson Management, Inc. d/b/a Lyster Watson & Company, a Delaware corporation, that he is authorized by the board of directors of such corporation to sign and deliver this instrument on behalf of the corporation; and that he executed the same for the uses and purposes therein set forth.

Notary Public

State of New York :
County of New York : SS:

On this 29th day of June, 2012, before me personally appeared Joseph J. M'Brien who acknowledged under oath, to my satisfaction, that he signed and delivered the attached instrument as VP & Gen Counsel of Van Eck Associates Corporation, a Delaware corporation, that he is authorized by the board of directors of the corporation to sign and deliver this instrument on behalf of such corporation; and that he executed the same for the uses and purposes therein set forth.

Alison Y. Emanuel
Notary Public

ALISON Y. EMANUEL
Notary Public, State of New York
No. 01EM5077310
Qualified in Queens County
Commission Expires May 5, 2015