

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank Of America Corporation		12/20/2011	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: 3			
Property Type	Number	Word Mark	
Registration Number:	2376260	HOLDING COMPANY DEPOSITARY RECEIPTS	
Registration Number:	2809717	HOLDERS	
Registration Number:	2399290	HOLDERS	
CORRESPONDENCE DATA			
Fax Number:	6508134848		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	650-813-4800		
Email:	patents@dechert.com		
Correspondent Name:	Dechert LLP		
Address Line 1:	2440 W. El Camino Real		
Address Line 2:	Suite 700		
Address Line 4:	Mountain View, CALIFORNIA 94040-1499		
ATTORNEY DOCKET NUMBER:	382858/113365		

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NAME OF SUBMITTER:	Charles Lee
Signature:	/Charles Lee/
Date:	01/10/2014
Total Attachments: 6 source=12. Recordable Assignment of Trademarks with schedule#page1.tif source=12. Recordable Assignment of Trademarks with schedule#page2.tif source=12. Recordable Assignment of Trademarks with schedule#page3.tif source=12. Recordable Assignment of Trademarks with schedule#page4.tif source=12. Recordable Assignment of Trademarks with schedule#page5.tif source=12. Recordable Assignment of Trademarks with schedule#page6.tif	

RECORDABLE ASSIGNMENT OF TRADEMARKS

RECORDABLE ASSIGNMENT OF TRADEMARKS, dated as of December 20, 2011 (this "Assignment"), between BANK OF AMERICA CORPORATION ("BofA"), and VAN ECK ASSOCIATES CORPORATION, a Delaware corporation (the "Assignee").

WHEREAS, MERRILL LYNCH & CO., INC., a Delaware corporation ("ML"), and Assignee have entered into an Asset Purchase Agreement, dated as of August 11, 2011 (the "Purchase Agreement"; capitalized terms used but not otherwise defined herein shall have the meanings ascribed to such terms in the Purchase Agreement);

WHEREAS, Section 2.01 of the Purchase Agreement provides that, upon the terms and subject to the conditions of the Purchase Agreement, at the Closing, ML shall sell, assign, transfer, convey and deliver, or cause to be sold, assigned, transferred, conveyed and delivered, to the Assignee, and the Assignee shall purchase from ML, all right, title and interest in and to the Purchased Assets, including the trademark and service mark registrations set forth on Table 1 hereto (the "Purchased Trademarks");

WHEREAS, BofA is the owner of record of the Purchased Trademarks and, in accordance with the terms of the Purchase Agreement, BofA desires to sell, assign, transfer convey and deliver to the Assignee, and Assignee desires to purchase from BofA, all BofA's right, title and interest in and to the Purchased Trademarks; and

WHEREAS, BofA, ML and Assignee have entered into an Assignment of Purchased Assets, dated as of December 20, 2011, pursuant to which BofA assigned all of BofA's right, title and interest in and to the Purchased Trademarks and agreed to execute this Assignment for recordation with the United States Patent and Trademark Office and other Governmental Authorities.

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants set forth in the Purchase Agreement and hereinafter set forth, BofA and the Assignee hereby agree as follows:

1. Transfer of Purchased Trademarks. BofA hereby sells, assigns, transfers, conveys and delivers, or causes to be sold, assigned, transferred, conveyed and delivered, to the Assignee, and the Assignee hereby purchases from BofA, all of BofA's right, title and interest in and to the Purchased Trademarks, free and clear of all Encumbrances, including (a) all income, royalties, and damages now and hereafter due and/or payable with respect thereto (including without limitation, any payments for past, present and future infringements and misappropriations thereof), whether known or unknown, (b) all rights to sue for past, present and future infringements or misappropriations thereof, and (c) all rights corresponding to any of the above throughout the world.

2. Third Party Beneficiaries. This Assignment shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit or remedy of any nature whatsoever, including any rights of employment for any specified period, under or by reason of this Assignment.

3. Severability. If any term or other provision of this Assignment is invalid, illegal or incapable of being enforced by any Law or public policy, all other terms and provisions of this Assignment shall nevertheless remain in full force and effect for so long as the economic or legal substance of the transactions contemplated by this Assignment is not affected in any manner materially adverse to either party hereto. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Assignment so as to effect the original intent of the parties hereto as closely as possible in an acceptable manner in order that the transactions contemplated by this Assignment are consummated as originally contemplated to the greatest extent possible.

4. Further Actions. BofA hereby agrees to execute, upon the reasonable request of Assignee, such additional instruments, documents and papers as are necessary to carry out the intent and purpose of this Assignment, including all documents necessary to record, perfect and/or register in the name of Assignee the assignment of the Purchased Trademarks with the United States Patent and Trademark Office, and with respect to any equivalent foreign rights, with any other appropriate intellectual property office or registrar. BofA hereby authorizes Assignee or Assignee's authorized representative to (a) record this Assignment with the United States Patent and Trademark Office or (b) otherwise record or file this Assignment in the applicable regulatory office or agency; provided, that, as between the parties, Assignee shall be responsible for the preparation of such instruments, documents and papers and for any and all costs, expenses and fees associated therewith.

5. Counterparts. This Assignment may be executed and delivered (including by facsimile transmission or pdf) in counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original, but all of which taken together shall constitute one and the same agreement.

6. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York. All Actions arising out of or relating to this Assignment shall be heard and determined exclusively in any New York federal court sitting in the Borough of Manhattan of The City of New York; provided, however, that if such federal court does not have jurisdiction over such Action, such Action shall be heard and determined exclusively in any New York state court sitting in the Borough of Manhattan of The City of New York. Consistent with the preceding sentence, the parties hereto hereby (a) submit to the exclusive jurisdiction of any federal or state court sitting in the Borough of Manhattan of The City of New York for the purpose of any Action arising out of or relating to this Assignment brought by either party hereto and (b) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such Action, any claim that it is not subject personally to the jurisdiction of the above-named courts, that its property is exempt or immune from attachment or execution, that the Action is brought in an inconvenient forum, that the venue of the Action is improper, or that this Assignment or the transactions contemplated by this Assignment may not be enforced in or by any of the above named courts.

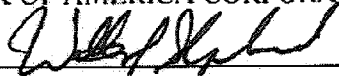
7. Purchase Agreement. Nothing in this Assignment, express or implied, is intended to or shall be construed to modify, expand or limit in any way the rights or obligations of the parties hereto under, or the terms of, the Purchase Agreement. To the extent that any provision of this Assignment conflicts or is inconsistent with the terms of the Purchase Agreement, the Purchase Agreement shall govern, including with respect to the enforcement of

the rights and obligations of the parties hereto. This Assignment is intended only to effect the assignment, sale, assumption and acceptance of the Purchased Trademarks as contemplated by the Purchase Agreement.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, this Assignment has been executed by BofA and the Assignee as of the date first above written.

BANK OF AMERICA CORPORATION

By: 

Name: William Shepherd

Title: Chief Financial Officer, Global Wealth &
Investment Management

VAN ECK ASSOCIATES CORPORATION

By: _____

Name:

Title:

SIGNATURE PAGE TO RECORDABLE TRADEMARK ASSIGNMENT

TRADEMARK
REEL: 005190 FRAME: 0554

IN WITNESS WHEREOF, this Assignment has been executed by BofA and the Assignee as of the date first above written.

BANK OF AMERICA CORPORATION

By: _____
Name:
Title:

VAN ECK ASSOCIATES CORPORATION

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

SIGNATURE PAGE TO RECORDABLE TRADEMARK ASSIGNMENT

TRADEMARK
REEL: 005190 FRAME: 0555

Table 1**Purchased Trademarks**

Trademark	Country	Reg. No. / Date	App. No. / Filed	Owner	Status
HOLDRS	Canada	TMA565527 20020806	1064226 20000621	Bank of America Corporation	Registered
HOLDING COMPANY DEPOSITARY RECEIPTS	U.S. Federal	2376260 20000808	75662137 19990317	Bank of America Corporation	Registered
HOLDRS	U.S. Federal	2809717 20040203	76238189 20010409	Bank of America Corporation	Registered
HOLDRS	U.S. Federal	2399290 20001031	75661555 19990317	Bank of America Corporation	Registered