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# TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM329186

Stylesheet Version v1.2

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

### **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
BNY Mellon Investment Servicing (U.S.) Inc.		12/23/2014	CORPORATION: MASSACHUSETTS

# **RECEIVING PARTY DATA**

Name:	FundVantage Trust	
Street Address:	103 Bellevue Parkway	
City:	Wilmington	
State/Country:	DELAWARE	
Postal Code:	19809	
Entity Type:	Statutory Trust: DELAWARE	

# **PROPERTY NUMBERS Total: 1**

Property Type	Number	Word Mark
Registration Number:	3455705	FUNDVANTAGE

### **CORRESPONDENCE DATA**

**Fax Number:** 8008611894

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.

**Phone:** 215.981.4513

**Email:** frankenb@pepperlaw.com

Correspondent Name: Beth Frankenfield / Pepper Hamilton LLP

Address Line 1: 3000 Two Logan Square
Address Line 2: 18th and Arch Streets

Address Line 4: Philadelphia, PENNSYLVANIA 19103

NAME OF SUBMITTER:	Beth A. Frankenfield
SIGNATURE:	/Beth A Frankenfield/
DATE SIGNED:	01/16/2015

#### **Total Attachments: 2**

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# TRADEMARK ASSIGNMENT

This Trademark Assignment (the "Assignment") is made and entered into as of December 23, 2014, by and between BNY MELLON INVESTMENT SERVICING (U.S.) INC., a Massachusetts corporation ("Assignor"), and FUNDVANTAGE TRUST, a Delaware statutory trust ("Assignee" and together with Assignor, the "Parties").

#### WITNESSETH:

WHEREAS, Assignor is the owner of the United States Trademark Registration No. 3,455,705 for the trademark FUNDVANTAGE (hereinafter, the "Trademark");

WHEREAS, Assignor desires to assign to Assignee all of Assignor's right, title and interest in and to the Trademark, together with all goodwill associated with the Trademark; and

WHEREAS, Assignee desires to acquire all right, title and interest in and to the Trademark, together with all goodwill associated with the Trademark;

NOW, THEREFORE, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. <u>Assignment</u>. Assignor hereby grants, assigns and conveys to Assignee all of its right, title and interest in and to the Trademark, together with all goodwill associated with the Trademark, and the right to sue and recover any damages and profits and all other remedies for past, present and future infringements or violations thereof, if there may be any, the same to be held and enjoyed by the Assignee as it would have been held and enjoyed by the Assignor had the sale, assignment, transfer and conveyance not been made.
- 2. <u>Title</u>. Assignor hereby represents and warrants that it has not heretofore granted any license, right or privilege with regard to the Trademark, or in any other way encumbered the

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same, and that it has the full right to convey, free of licenses and encumbrances, all right, title and interest in and to the Trademark.

3. <u>Cooperation</u>. Assignor agrees to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents and to perform such further acts as may be reasonably requested by Assignee to effectuate more fully the transactions contemplated by this Assignment. Assignor consents and authorizes Assignee or Assignee's designee to file and record this Assignment as necessary to perfect title in Assignee.

4. <u>Binding Effect</u>. The terms, covenants and provisions of this Assignment shall inure to the benefit of Assignee, its successors and other legal representatives, and shall be binding upon Assignor, its successors, assigns and other legal representatives.

5. Entire Agreement. This Assignment contains the entire agreement and understanding of the parties hereto relating to the subject matter hereof, and merges and supersedes all prior and contemporaneous discussions, agreements and undertakings of every nature between the parties hereto relating to the subject matter hereof. This Assignment may not be changed or modified, except by an agreement in writing signed by each of the parties hereto

IN WITNESS WHEREOF, the Parties have executed this Assignment as of the date first above written.

BNY MELLON INVESTMENT	•
SERVICING (U.S.) INC.	

**FUNDVANTAGE TRUST** 

By: DORTHY R MCKEDUM

Name: / Joel L. Weiss

Title:

President

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