

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM364757

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Recordable Confirmation of Trademark Assignment		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Rainier IM, Inc.	FORMERLY Rainier Investment Management, Inc.	12/04/2015	CORPORATION: WASHINGTON
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Rainier Investment Management, LLC		
<b>Street Address:</b>	601 Union Street		
<b>Internal Address:</b>	Suite 2801		
<b>City:</b>	Seattle		
<b>State/Country:</b>	WASHINGTON		
<b>Postal Code:</b>	98101		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3839793		
<b>Registration Number:</b>	1877963		
<b>Registration Number:</b>	1499292	RAINIER	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	6508134848		
<i>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.</i>			
<b>Phone:</b>	6508134800		
<b>Email:</b>	patents@dechert.com		
<b>Correspondent Name:</b>	Dechert LLP		
<b>Address Line 1:</b>	2440 W. El Camino Real		
<b>Address Line 2:</b>	Suite 700		
<b>Address Line 4:</b>	Mountain View, CALIFORNIA 94040		
<b>ATTORNEY DOCKET NUMBER:</b>	382952-143652		
<b>NAME OF SUBMITTER:</b>	Noah Shier		
<b>SIGNATURE:</b>	/Noah Shier/		
<b>DATE SIGNED:</b>	12/07/2015		

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**Total Attachments: 4**

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## **RECORDABLE CONFIRMATION OF TRADEMARK ASSIGNMENT**

This RECORDABLE CONFIRMATION OF TRADEMARK ASSIGNMENT (this "Trademark Assignment") is made as of December 31, 2013 (the "Effective Date") by and between Rainier IM, Inc. (formerly Rainier Investment Management, Inc.), a Washington corporation ("Assignor"), and Rainier Investment Management, LLC, a Delaware limited liability company ("Assignee").

WHEREAS, Assignor and Assignee have entered into a Contribution, Assignment and Assumption Agreement, dated as of December 31, 2013 (the "Contribution Agreement"), pursuant to which Assignee has acquired certain assets of Assignor, including without limitation the Assigned Marks (defined below); and

WHEREAS, Assignor wishes to confirm, memorialize, and record the assignment of the Assigned Marks to Assignee as set forth in the Contribution Agreement.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and in the Contribution Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned parties agree as follows:

1. Assignor does hereby confirm that it has irrevocably sold, transferred, assigned and delivered, and hereby does sell, transfer, assign and deliver unto Assignee, and Assignee hereby assumes and accepts, all of Assignor's worldwide rights, title, and interest in and to the trademark registrations and trademark applications listed on Annex A hereto, together with all registrations and applications for the foregoing, all common law rights in the foregoing, all renewals of the foregoing, all rights to create new trademarks that incorporate the foregoing, all the goodwill of the business connected with the use of and symbolized by the foregoing; all rights to request, apply for, file and register the foregoing; all rights of action arising from the foregoing, including without limitation all claims for damages by reason of present, past and future infringement, dilution or violation of the foregoing and all present, past and future rights to sue and collect damages or seek injunctive relief for any such infringement, dilution or violation; and all income, royalties and any other payments now and hereafter due and/or payable to Assignor in respect of the foregoing, in each case, to be held and enjoyed by Assignee for its own use and benefit and for its successors and assigns as the same would have been held by Assignor had this assignment not been made (collectively, the "Assigned Marks").

2. Assignor promptly shall, execute such documents, and do and perform such acts and things as Assignee may reasonably request to give effect to, document and record, perfect and enforce the assignment herein recited, including without limitation executing such other documents as may be required to give full effect to and to perfect the rights of Assignee under this Trademark Assignment in and to the Assigned Marks worldwide.

3. Assignor hereby authorizes and requests an official of the United States Patent and Trademark Office, and any official of any country foreign to the United States, whose duty is to issue trademark registrations or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the Assignee, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

4. This Trademark Assignment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Trademark Assignment and any claim, controversy, dispute or cause of action (whether in contract, tort or otherwise) based upon, arising out of or relating to this Trademark Assignment shall be governed by and construed in accordance with the internal laws of the State of Delaware applicable to agreements made and to be performed entirely within the State of Delaware, without regard to the conflicts of laws principles thereof. This Trademark Assignment may be executed in the original or by facsimile in any number of counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument.

*[Signature page follows.]*

The undersigned parties, by their authorized representatives, have executed this Recordable Confirmation of Trademark Assignment as of the date first written above:

“ASSIGNEE”:

**RAINIER INVESTMENT  
MANAGEMENT, LLC**

By: Melodie B Zakaluk  
Name: Melodie B Zakaluk  
Title: COO

“ASSIGNOR”

**RAINIER IM, INC.**

By: Melodie B Zakaluk  
Name: Melodie B Zakaluk  
Title: COO

County of KING

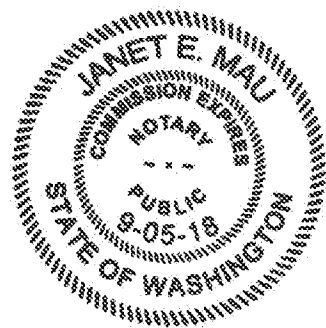
State of WASHINGTON

On this 4th day of December, in the year 2015, before me, JANET MAU, Notary Public, personally appeared MELODIE ZAKALUK who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument, the person or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Washington that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature] (Seal)  
(Notary Public) my commission expires 9-5-18



**ANNEX A**

**ASSIGNED MARKS**

<b>TM Name (Jurisdiction)</b>	<b>Type of Mark</b>	<b>Goods and Services</b>	<b>Owner of Record</b>	<b>App. No.</b>	<b>App. Date</b>	<b>Reg. No.</b>	<b>Reg. Date</b>	<b>Status</b>
Silhouette of a mountain range (Washington)	Service Mark	Financial services, namely, investment management, advice and consultation, mutual fund investment and distribution, investment of funds for others, and financial portfolio management.	Rainier Investment Management, Inc.	Serial Number: 77665210	February 6, 2009	3839793	August 31, 2010	Live
A stylized mountain composed of horizontal lines of varying width (Washington)	Service Mark	Investment management, investment consultation, investment of funds for others, financial portfolio management, mutual fund distribution, and mutual fund investment.	Rainier Investment Management, Inc.	Serial Number: 74478674	January 12, 1994	1877963	February 7, 1995	Live
Rainier (Washington)	Service Mark	N/A	Rainier Investment Management, Inc.	Serial Number: 7366492	June 5, 1987	1499292	August 9, 1988	Live