

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
W.R. Hambrecht + Co., LLC		05/19/2009	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	W.R. Hambrecht + Co., Inc.		
Street Address:	Pier 1, Bay 3		
City:	San Francisco		
State/Country:	CALIFORNIA		
Postal Code:	94111		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2976494	OPENFOLLOWON	
Registration Number:	2391784	OPENIPO	
Registration Number:	2742495	OPENBOOK	
CORRESPONDENCE DATA			
Fax Number:	(617)443-0004		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(617) 443-9292		
Email:	adaley@bromsun.com		
Correspondent Name:	Peter J. Karol		
Address Line 1:	125 Summer Street		
Address Line 2:	Bromberg & Sunstein LLP		
Address Line 4:	Boston, MASSACHUSETTS 02110		
ATTORNEY DOCKET NUMBER:	2955/203, 205, 206		
NAME OF SUBMITTER:	Peter J. Karol		

CH \$90.00 2976494

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TRADEMARK
REEL: 003990 FRAME: 0067

Signature:	/peter j. karol/
Date:	05/20/2009
Total Attachments: 7 source=2955 Assignment#page1.tif source=2955 Assignment#page2.tif source=2955 Assignment#page3.tif source=2955 Assignment#page4.tif source=2955 Assignment#page5.tif source=2955 Assignment#page6.tif source=2955 Assignment#page7.tif	

TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (the "Assignment") is effective as of the date last executed below (the "Effective Date"), by and between W.R. Hambrecht + Co., LLC, a limited liability company organized under the laws of Delaware, with its principal place of business at Pier 1, Bay 3, San Francisco, CA 94111 (the "Assignor"), and W.R. Hambrecht + Co., Inc., a corporation organized under the laws of Delaware, with its principal place of business at Pier 1, Bay 3, San Francisco, CA 94111 (the "Assignee").

1. Background. Assignor owns the trademarks set forth on Schedule A attached hereto (the "Trademarks"). Assignee wishes to acquire the Trademarks together with the goodwill associated therewith. Assignor wishes to assign the Trademarks and Assignee wishes to accept such assignment on the terms and conditions set forth in this Assignment.

2. Grant. Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, the entire right, title, and interest in, to, and under the Trademarks, including all common law rights, trademark applications, registrations, and renewals, and the right to sue for past, present and future infringement, together with the goodwill symbolized by the Trademarks. In addition, to the extent Assignor has acquired or otherwise owns any rights, title or interest in common law marks comprised of or containing the terms WRH, WRH + CO, WR HAMBRECHT or WR HAMBRECHT + CO, Assignor hereby sells, assigns, and transfers to Assignee, its successors and assigns, the entire right, title, and interest in, to, and under such common law marks, if any, including the right to sue for past, present and future infringement, together with the goodwill symbolized by such marks.

3. Further Acts / Recordal. Assignor further covenants with Assignee to execute when requested such additional assignments, instruments and documents as may reasonably be

necessary to effectuate this Assignment and to enable the Assignee to record the Assignment in the territories concerned, including recordations of assignment of trademark suitable for filing with the United States Patent and Trademark Office and equivalent foreign agencies. Should Assignor fail to take such steps or execute such documents promptly upon request, Assignor authorizes Assignee to take such steps and execute such documents in Assignor's name and on Assignor's behalf and Assignor hereby irrevocably appoint Assignee as (his/her/its) power of attorney for same. To the extent required under applicable law or otherwise necessary, Assignor herewith authorizes Assignee to apply for the recordal of the assignment of any trademarks described herein and to request the trademark offices in the territories concerned to issue to the Assignee any and all documents covering the such trademarks.

IN WITNESS WHEREOF, Assignor has caused this Trademark Assignment to be executed as of the Effective Date.

W.R. HAMBRECHT + CO., LLC

By: [Signature]
Name: Jonathan T. Fayman
Title: Chief Financial Officer

Date: 5/19, 2009

CERTIFICATE OF ACKNOWLEDGMENT

COUNTRY OF _____
STATE OF _____
COUNTY OF _____

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this ____ day of _____, 200_, _____ personally appeared and who being by me duly sworn, deposes and says that he is the _____ of W.R. Hambrecht + Co., LLC and that he/she is authorized to sign and has signed the foregoing instrument as such _____ and that he/she acknowledges such signing to be the free act and deed of W.R. Hambrecht + Co., LLC.

Notary Public

Print or Stamp Name of Notary

My Commission Expires

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On 5/19/2009 before me, Jeanine E. Wealy Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Jonathan T. Fayman
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

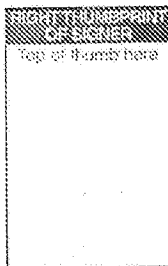
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

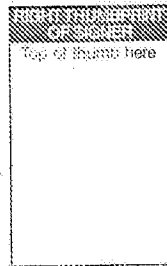
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

DECLARATION OF ACCEPTANCE

The above named Assignee, W.R. Hambrecht + Co., Inc, hereby declares that with effect from the 19th day of MAY, 2009, it accepts the Trademarks, including all goodwill of the business symbolized by such Trademarks including all rights to recover past, present and future damages for infringement, assigned to it by Assignor, W.R. Hambrecht + Co., LLC, pursuant to the foregoing Trademark Assignment.

W.R. HAMBRECHT + CO., INC.

By: _____

Name: Jonathan T. Fayman
Title: Chief Financial Officer

Date: 5/19, 2009

CERTIFICATE OF ACKNOWLEDGMENT

COUNTRY OF _____
STATE OF _____
COUNTY OF _____

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this ____ day of _____, 200____, _____ personally appeared and who being by me duly sworn, deposes and says that he is the _____ of W.R. Hambrecht + Co., Inc. and that he/she is authorized to sign and has signed the foregoing instrument as such _____ and that he/she acknowledges such signing to be the free act and deed of W.R. Hambrecht + Co., Inc.

Notary Public

Print or Stamp Name of Notary

My Commission Expires

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Francisco

On 5/19/2009 before me, Jeanine E. Neal, Notary Public
Date Here insert Name and Title of the Officer

personally appeared Jonathan T. Fayman
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature [Handwritten Signature]
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: _____

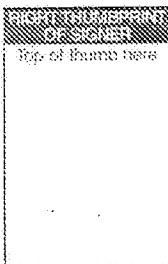
Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

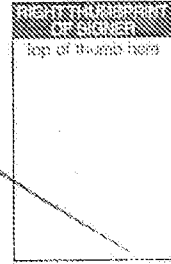
- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

Signer's Name: _____

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: _____

SCHEDULE A

The Trademarks being assigned include all formatives of the marks listed below, namely, all marks comprised of or containing any of the marks listed below, including, but not limited to the marks in all colors, styles, fonts, combinations of upper and lower case letters:

United States Registrations

OPENFOLLOWON	2,976,494
OPENIPO	2,391,784
OPENBOOK	2,742,495

Foreign Registrations

Mark	Country	Registration Number
OPENBOOK	Canada	578089
OPENIPO	Canada	562628
OPENIPO	Switzerland	489313
OPEN BOOK	Switzerland	478645
OPEN BOOK	China	1667830
OPENIPO	China	1627845
OPENIPO	Czech Republic	234917
OPEN BOOK	Czech Republic	235668
OPEN BOOK	Czech Republic	235669
OPEN BOOK	European Community	1606128
OPEN BOOK	Finland	220551
OPENIPO	Finland	221143
OPENIPO	Japan	4627900
OPEN BOOK	Japan	4491032
OPEN BOOK	Mexico	749208
OPENIPO	Mexico	658010
OPENIPO	Norway	204.004
OPEN BOOK	Norway	210.956
OPEN BOOK	Norway	211.491
OPEN BOOK	Singapore	T0005706F
OPENIPO (Class 9)	Singapore	T0006024E
OPENIPO (Class 36)	Singapore	T0007318E
OPENIPO (Class 42)	Singapore	T0007319C

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