

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ICAP Properties, Inc.		06/30/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Institutional Capital LLC		
<b>Street Address:</b>	225 West Wacker Drive		
<b>Internal Address:</b>	Suite 2400		
<b>City:</b>	Chicago		
<b>State/Country:</b>	ILLINOIS		
<b>Postal Code:</b>	60606		
<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>	
Registration Number:	2101209	ICAP	
Registration Number:	2306150		
Registration Number:	2969590	ICAP INSTITUTIONAL CAPITAL	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(212)576-8340		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-576-3425		
Email:	joseph_messing@nylim.com		
Correspondent Name:	Joseph A. Messing		
Address Line 1:	51 Madison Avenue		
Address Line 2:	Room 1016		
Address Line 4:	New York, NEW YORK 10010		
NAME OF SUBMITTER:	Joseph A. Messing		
Signature:	/Joseph A. Messing/		

OP \$90.00 2101209

**900137587**

**TRADEMARK**  
**REEL: 004014 FRAME: 0670**

Date:

06/30/2009

Total Attachments: 2

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## Trademark Assignment

This Agreement is made between ICAP Properties, Inc. (the "Assignor") and Institutional Capital LLC (the "Assignee").

**Whereas**, the Assignor is the owner of certain registered trademarks that are listed in Section 1 of this Agreement (the "Trademarks") that it wishes to assign to the Assignee; and

**Whereas**, the Assignee wishes to acquire the entire rights, title and interest in and to the Trademarks.

**Now, therefore**, in consideration of the foregoing premises and the mutual covenants and agreements set forth herein, the parties, intending to be legally bound, agree as follows:

**1. Assignment.** The Assignor does hereby irrevocably assign to the Assignee all rights, title, and interest (including all registration rights, all rights to prepare derivative marks, all associated goodwill, and all other associated rights) in and to the following Trademarks:

Trademark, US Registration No. 2,101,209

Trademark, US Registration No. 2,306,150

Trademark, US Registration No. 2,969,590

**2. Representations and Warranties.** The Assignor represents and warrants to the Assignee:

- (a) The Assignor has the right, power, and authority to enter into this Agreement;
- (b) The Assignor is the exclusive owner of all right, title, and interest, including all intellectual property rights, in and to the Trademarks;
- (c) The Trademarks are free of any liens, security interests, encumbrances, or licenses;
- (d) The Trademarks do not infringe the rights of any person or entity;
- (e) There are no claims, pending or threatened, with respect to the Assignor's rights in and to the Trademarks;
- (f) This Agreement is valid, binding, and enforceable in accordance with its terms; and
- (g) The Assignor is not subject to any agreement, judgment, or order inconsistent with the terms of this Agreement.

**3. Entire Agreement.** This Agreement contains the entire understanding and agreement between the parties hereto with respect to its subject matter and supersedes any prior or contemporaneous written or oral agreements, representations, or warranties between them respecting the subject matter hereof.

**4. Amendment.** This Agreement may be amended only by a writing signed by both parties.

**5. Severability.** If any term, provision, covenant, or condition of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement, and such term, provision, covenant, or condition as applied to other persons, places, and circumstances, shall remain in full force and effect.

6. **Agreement to Perform Necessary Acts.** The Assignor agrees to execute all documents, papers, forms, and authorizations, and take all other actions that may be necessary, for securing, completing, or vesting in the Assignee full right, title, and interest in the Trademarks. The Assignee agrees to perform any further acts, and execute and deliver any documents, that may be reasonably necessary to carry out the provisions of this Agreement.

7. **Governing Law.** This Agreement shall be construed in accordance with, and all actions arising hereunder shall be governed by, the laws of the State of New York.

The parties hereby execute this Agreement as of June 30, 2009.

**ICAP Properties, Inc.**

By: Paula L. Rogers  
Name: Paula L. Rogers  
Title: President

**Institutional Capital LLC**

By: Paula L. Rogers  
Name: Paula L. Rogers  
Title: President