#### 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
BlackRock Institutional Trust		107/01/2012	National Banking
Company, National Association			Association: UNITED STATES

#### RECEIVING PARTY DATA

Name:	BLACKROCK FUND ADVISORS
Street Address:	400 Howard Street
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94105
Entity Type:	CORPORATION: CALIFORNIA

#### PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	3907510	FUND FRENZY
Serial Number:	85493457	ISHARES CONNECT
Serial Number:	85493460	ISHARES CONNECT
Serial Number:	85493461	ISHARES CONNECT
Serial Number:	85493462	ISHARES CONNECT
Registration Number:	2422249	ISHARES
Registration Number:	3111466	ISHARES
Registration Number:	3379667	ISHARES
Registration Number:	3613460	ISHARES 529 PLAN
Serial Number:	77574715	ISHARES
Serial Number:	77574713	ISHARES
Serial Number:	77574706	ISHARES
Serial Number:	77574698	ISHARES
Serial Number:	77546306	

REEL: 004819 FRAME: 0588

Serial Number:	77546315	
Serial Number:	85290157	ISHARES INSIGHT CIRCLE
Registration Number:	3962982	KEEP EVOLVING
Registration Number:	3538419	LET'S BUILD A BETTER INVESTMENT WORLD
Registration Number:	3239268	THINK IN IDEAS
Serial Number:	85299919	TOTAL PERFORMANCE
Serial Number:	85299951	TOTAL PERFORMANCE CHALLENGE
Registration Number:	2540081	TOTAL PERFORMANCE MANAGEMENT

#### **CORRESPONDENCE DATA**

Fax Number: 3105860564

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent

via US Mail.

Phone: (310) 586-7700

Email: latm2@gtlaw.com

Correspondent Name: Susan L. Heller

Address Line 1: 1840 Century Park East, Suite 1900
Address Line 4: Los Angeles, CALIFORNIA 90067

ATTORNEY DOCKET NUMBER:	076607-042100
NAME OF SUBMITTER:	Susan L. Heller
Signature:	/slh/
Date:	07/11/2012

Total Attachments: 12 source=us#page1.tif source=us#page2.tif source=us#page3.tif source=us#page4.tif source=us#page5.tif source=us#page6.tif source=us#page7.tif source=us#page8.tif source=us#page9.tif source=us#page10.tif source=us#page11.tif source=us#page12.tif

#### TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into as of July 1, 2012, by and among Blackrock Institutional Trust Company, National Association, a national banking association with its principal office at 400 Howard St., San Francisco, CA 94105 ("Assignor") and Blackrock Fund Advisors, a California corporation with its principal office at 400 Howard St., San Francisco, CA 94105 ("Assignee").

WHEREAS, Assignee and Assignor have entered into that Asset Contribution Agreement, dated July 1, 2012 (the "Asset Contribution Agreement"), pursuant to which Assignor agreed to transfer and assign, and Assignee agreed to acquire the Assigned Assets, as defined in the Asset Contribution Agreement;

WHEREAS, pursuant to the Asset Contribution Agreement, Assignor desires to assign to Assignee Assignor's rights as the registered holder of legal title to certain trademarks, service marks, and trade names, together with any related goodwill, including, without limitation, those trademarks, service marks, and trade names listed in Schedule I attached hereto (collectively the "Assigned Trademarks");

WHEREAS, Assignor represents and warrants that it is the registered holder of legal title of the Trademarks;

WHEREAS, Assignor and Assignee are desirous of transferring legal title in and to the Trademarks and said applications and registrations from Assignor to Assignee;

NOW, THEREFORE, in consideration of entering into the Asset Contribution Agreement and other good and valuable consideration paid by Assignee to Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby assigns, transfers and conveys to Assignee its title in and to the Assigned Trademarks, including without limitation all registrations that have been or may be granted for any of the Assigned Trademarks, any application to register the same, common law rights in the Assigned Trademarks, including those for which no applications or registrations exist, together with the goodwill symbolized thereby and the goodwill of the business in connection with which the Assigned Trademarks are used or proposed to be used, and further including all claims for damages by reason of past infringement of the Assigned Trademarks, with the right to sue for, and collect, the same for Assignee's own use and benefit. With respect to all of the Assigned Trademarks in pending, intent-to-use applications, the parties hereto acknowledge that the portion of the business, which is ongoing and existing, to which the Assigned Trademarks pertain is also being transferred to Assignee pursuant to the Agreement.

Assignor agrees to execute and deliver such other documents and to take all such other actions which the Assignee, its successors and/or assigns may reasonably request to effect the terms of this Assignment, and to execute and deliver any and all affidavits, testimonies, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required to effect the terms of this Assignment and its recordation in relevant state and national trademark offices.

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#### **EXECUTION COPY**

**IN WITNESS WHEREOF**, Assignor has caused this Assignment to be executed by its duly authorized representative.

Assignee:

**BlackRock Fund Advisors** 

Terri Slane

**Assistant Secretary** 

Assignor:

BlackRock Institutional Trust Company, National Association

Bradford C. Lewis

Secretary

State of California

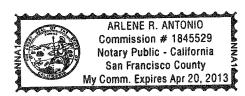
County of San Francisco

On July 1, 2012 before me, Arlene R. Antonio, personally appeared Bradford C. Lewis and Terri Slane who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity, and that by their signature on the instrument the persons, or the entity upon behalf of which the persons 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 & Antone (Seal



#### Schedule I

**Trademarks and Trademark Applications** 

Exhibit I to Trademark Assignment Page i

Exhibit I to Trademark Assignment Page ii

Exhibit I to Trademark Assignment Page iii

Exhibit I to Trademark Assignment Page iv

Exhibit I to Trademark Assignment Page v

Exhibit I to Trademark Assignment Page vi

Exhibit I to Trademark Assignment Page vii

Exhil	bit B, Schedule 1 – Assigned Tra	demarks
Mark	Country	App/Reg. No.

FUND FRENZY	USA	3907510
ISHARES CONNECT	USA	85493457

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Exhibit B	3, Schedule 1 – Assigned Tra	demarks
Mark	Country	App/Reg. No.
ISHARES CONNECT	USA	85493460
ISHARES CONNECT	USA	85493461
ISHARES CONNECT	USA	85493462
ISHARES	USA	2422249
iShares	USA	3111466
iShares	USA	3379667
iShares 529 Plan	USA	3613460
iShares 安碩	USA	77574715
iShares 安硕	USA	77574713
iShares 安碩	USA	77574706
iShares 安硕	USA	77574698
安硕	USA	77546306
[AN SHUO "simplified Chinese"]		
安碩 [AN SHUO "traditional Chinese"]	USA	77546315
ISHARES INSIGHT CIRCLE	USA	85290157

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Exhibit B, Schedule 1 – Assigned Trademarks			
Mark	Country	App/Reg. No.	
KEEP EVOLVING	USA	3962982	
LET'S BUILD A BETTER INVESTMENT WORLD	USA	3538419	
THINK IN IDEAS	USA	3239268	
TOTAL PERFORMANCE	USA	85299919	
TOTAL PERFORMANCE CHALLENGE	USA	85299951	
TOTAL PERFORMANCE MANAGEMENT	USA	2540081	

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**RECORDED: 07/11/2012**