

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT
CONVEYING PARTY DATA	
Name	Execution Date
Kenneth E. Volpert	11/30/2007
RECEIVING PARTY DATA	
Name:	The Vanguard Group, Inc.
Street Address:	100 Vanguard Boulevard
City:	Malvern
State/Country:	PENNSYLVANIA
Postal Code:	19355
PROPERTY NUMBERS Total: 1	
Property Type	Number
Application Number:	11955854
CORRESPONDENCE DATA	
Fax Number:	(215)965-1210
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	215-965-1293
Email:	ariordan@akingump.com
Correspondent Name:	Clark A. Jablon
Address Line 1:	Akin Gump Strauss Hauer & Feld LLP
Address Line 2:	One Commerce Square, 2005 Market Street
Address Line 4:	Philadelphia, PENNSYLVANIA 19103
ATTORNEY DOCKET NUMBER:	160245.0105
NAME OF SUBMITTER:	Clark A. Jablon
Total Attachments: 2 source=Vanguard104U1#page1.tif source=Vanguard104U1#page2.tif	

CH \$40.00 11955854

**ASSIGNMENT
(PATENT APPLICATION)**

WHEREAS, I, ("ASSIGNOR"):

<u>Inventor</u>	<u>Citizenship</u>	<u>Address</u>
Kenneth E. Volpert	United States of America	506 Glenmary Lane St. Davids, PA 19087

having invented a certain new and useful invention entitled:

**BASKET CREATION PROCESS FOR ACTIVELY MANAGED ETF THAT
DOES NOT REVEAL ALL OF THE UNDERLYING FUND SECURITIES**

for which a United States patent application is to be filed or has been filed on 12/13/2007 under U.S. Patent Application No. 11/955,854; and

WHEREAS, ("ASSIGNEE"):

The Vanguard Group, Inc., a Pennsylvania corporation having an address of 100 Vanguard Boulevard, Malvern, Pennsylvania 19355,

is desirous of acquiring the entire right, title and interest in and to the invention throughout the United States and the world, and all right, title and interest in, to and under any and all Letters Patent of the United States and all countries throughout the world;

FOR GOOD and VALUABLE CONSIDERATION, the full receipt and sufficiency of which are hereby acknowledged, ASSIGNOR, intending to be legally bound, does hereby:

AUTHORIZE said ASSIGNEE, or its representatives to insert above the filing date and application number of the application when these are known;

SELL, ASSIGN, TRANSFER and CONVEY to ASSIGNEE the whole and entire right, title and interest for the United States and its possessions and territories and all foreign countries in and to the invention which is disclosed in the above-identified patent application, and, in and to any and all patent applications related thereto including, but not limited to, all provisionals, non-provisionals, divisionals, continuations, continuations-in-part, substitutes, reexaminations, reissues and all other applications for patent which have been or shall be filed in the United States and all foreign countries on the invention; all original, reissued and reexamined patents and extensions thereof which have been or shall be issued in the United States and all foreign countries on the invention to the full end of the term or terms for which the patent(s) may be granted, as fully and entirely as the same would have been held by the undersigned ASSIGNOR had this Assignment not been made; and specifically including all rights of priority created by the above patent application under any treaty, convention or law relating thereto;

AUTHORIZE and REQUEST the issuing authority to issue any and all United States and foreign patents granted on the invention to ASSIGNEE;

WARRANT and REPRESENT that no assignment, grant, mortgage, license or other agreement affecting the rights and property herein conveyed has been or will be made to others by ASSIGNOR, and that the full right to convey the same as herein expressed is possessed by ASSIGNOR;

AGREE and UNDERTAKE, when requested and at the expense of ASSIGNEE, to carry out in good faith the intent and purpose of this Assignment, ASSIGNOR will execute all non-provisionals, divisionals, continuations, continuations-in-part, substitutes, reexaminations, reissues, and all other patent applications on the invention; execute all lawful oaths, declarations, assignments, powers of attorney and other papers; communicate to ASSIGNEE all facts known to ASSIGNOR relating to the invention and the history thereof; and generally do everything possible which ASSIGNEE shall consider desirable for vesting title to the invention in ASSIGNEE, and for securing, maintaining and enforcing proper patent protection for the invention; all without further compensation to ASSIGNOR;

AGREES to hold in trust, keep confidential, not make use of, and not disclose or reveal to any third party said invention, without ASSIGNEE'S prior written consent.

TO BE BINDING on the heirs, assigns, representatives and successors of ASSIGNOR and extending to the successors, assigns, and nominees of ASSIGNEE.

11/30/07

Date

Kenneth E. Volpert

Kenneth E. Volpert

STATE OF PENNSYLVANIA

:

: ss.

COUNTY OF

:

Before me, this 30th day of November, personally appeared **Kenneth E. Volpert** known to be the person who is described in and who executed the above Assignment, and he/she acknowledged to me that he/she executed the same of his/her own free will for the purposes therein set forth.

Heather C. Rosselle
Notary Public

My Commission Expires:

