

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT3905906

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| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | | | Execution Date |
| RUSSELL INVESTMENTS GROUP INC. | | | 06/01/2016 |
| RECEIVING PARTY DATA | | | |
| Name: | BARCLAYS BANK PLC, AS COLLATERAL AGENT | | |
| Street Address: | 745 SEVENTH AVENUE | | |
| City: | NEW YORK | | |
| State/Country: | NEW YORK | | |
| Postal Code: | 10019 | | |
| PROPERTY NUMBERS Total: 4 | | | |
| Property Type | Number | | |
| Patent Number: | 8548887 | | |
| Patent Number: | 8671045 | | |
| Application Number: | 13564060 | | |
| Application Number: | 14074393 | | |
| CORRESPONDENCE DATA | | | |
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| ATTORNEY DOCKET NUMBER: | 008320/0213 | | |
| NAME OF SUBMITTER: | J. JASON MULL | | |
| SIGNATURE: | /J. Jason Mull/ | | |
| DATE SIGNED: | 06/07/2016 | | |
| Total Attachments: 5 | | | |
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PATENT SECURITY AGREEMENT

This **PATENT SECURITY AGREEMENT** (this “**Agreement**”), dated as of June 1, 2016, is made by the Grantor (as identified below), in favor of Barclays Bank PLC, as the Collateral Agent for the Secured Parties (in such capacity, together with its successors and assigns, the “**Collateral Agent**”).

WHEREAS, Russell Investments Group Inc., a Washington corporation (“**Grantor**”), owns the Patent Collateral (as defined below);

WHEREAS, the Grantor is party to a Security Agreement dated as of June 1, 2016 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), by and among the Grantor, the other grantors party thereto and the Collateral Agent, pursuant to which the Grantor granted a security interest to the Collateral Agent in the Patent Collateral and is required to execute and deliver this Patent Security Agreement (the “**Agreement**”).

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

NOW, THEREFORE, in consideration of the foregoing and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to the Collateral Agent pursuant to the Security Agreement, Grantor hereby grants to the Collateral Agent a security interest in all of Grantor’s right, title and interest in and to the following, in each case whether now owned or existing or hereafter acquired, developed, created or arising and wherever located (collectively, the “**Patent Collateral**”):

(i) all patents and patent applications and rights and interests in patents and patent applications under any domestic or foreign law that are presently, or in the future may be, owned or held by such Grantor and all patents and patent applications and all re-issues, divisions, continuations, renewals, extensions and continuations in-part thereof and rights, title and interests in patents and patent applications under any domestic law that are presently, or in the future may be, owned by such Grantor in whole or in part (including, without limitation, the patents and patent applications set forth on Schedule A annexed hereto);

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Patent Collateral and, to the extent not otherwise included, all payments under insurance (whether or not the Collateral Agent is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Patent Collateral; and

(iii) the right to sue or otherwise recover for any past, present and future infringement, dilution, misappropriation, or other violation or impairment of any of the foregoing.

Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Patent Collateral granted hereby are

more fully set forth in the Security Agreement. All the terms of the Security Agreement are hereby incorporated by reference. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF LAW RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).

This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or electronic PDF delivery shall be as effective as delivery of a manually signed counterpart of this Agreement.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.


RUSSELL INVESTMENTS GROUP INC.

By: _____

Name: Matthew C. Moss

Title: Chief Financial Officer

Accepted and Agreed:

BARCLAYS BANK PLC,
as the Collateral Agent

By: _____

Name: Craig J. Malloy
Title: Director

[Signature Page to Patent Security Agreement]

PATENT
REEL: 038829 FRAME: 0807

SCHEDULE A
TO
PATENT SECURITY AGREEMENT

US Patents Issued:

| Patent No. | Issue Date | Title |
|-------------------|-------------------|---|
| 8,548,887 | 10/01/2013 | METHOD OF EVALUATING THE PERFORMANCE OF A FAMILY OF TARGET DATE FUNDS |
| 8,671,045 | 03/11/2014 | METHOD AND SYSTEM FOR IMPLEMENTING AN ADAPTIVE INVESTING METHODOLOGY |

US Patent Applications:

| Application Number | Date Filed | Title |
|---------------------------|-------------------|--|
| 13/564,060 | 01/08/2012 | METHOD OF CREATING AND MAINTAINING MULTI-MANAGER EXCHANGE TRADED FUNDS |
| 14/074,393 | 07/11/2013 | RETIREMENT PLANNING METHOD |