

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSET PURCHASE AGREEMENT
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
CPR (USA) INC.		12/23/2002	CORPORATION: DELAWARE
LIBERTYVIEW CAPITAL MANAGEMENT, INC.		12/23/2002	CORPORATION: DELAWARE
CREDIT AGRICOLE INDOSUEZ		12/23/2002	SOCIETE ANONYME: FRANCE

RECEIVING PARTY DATA	
Name:	NEUBERGER BERMAN INC.
Street Address:	605 THIRD AVENUE
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10158
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1		
Property Type	Number	Word Mark
Registration Number:	2440513	LIBERTYVIEW CAPITAL MANAGEMENT

CORRESPONDENCE DATA	
Fax Number:	(212)878-8375
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>
Phone:	(212) 878-8000
Email:	trademark.group@cliffordchance.com
Correspondent Name:	CLIFFORD CHANCE US LLP
Address Line 1:	200 PARK AVENUE
Address Line 4:	New York, NEW YORK 10166

ATTORNEY DOCKET NUMBER:	4792/7
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NAME OF SUBMITTER:	CHRISTINE BENTON
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Total Attachments: 3
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ASSET PURCHASE AGREEMENT

among

CPR (USA) INC.,

LIBERTYVIEW CAPITAL MANAGEMENT, INC.,

CREDIT AGRICOLE INDOSUEZ and

NEUBERGER BERMAN INC.

Dated as of December 23, 2002

“Permitted Redemption” -- See Section 11.2;

“Person” shall mean any individual, corporation, company, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organization, Governmental Entity or other entity;

“Public Health Service Act” shall mean the Public Health Service Act of 1982, as amended;

“Purchase Price” -- See Section 3.1;

“Purchased Property” shall mean the Equipment and Fixtures, Files and Records, Company Intellectual Property Rights, the rights of the Sellers under the Assigned Contracts, Management Shares of each Offshore Feeder Fund and all other tangible and intangible assets (including goodwill) of the Sellers primarily used in the Business; provided, however, that notwithstanding the foregoing, the Purchased Property shall not include the Excluded Assets;

“Qualifying Assets” shall mean, without duplication, the following net assets under management by LibertyView as of immediately prior to the Closing:

- (a) the net assets of Advisory Clients (other than the Funds or the CBO Fund) who have entered into New Investment Contracts, which are in full force and effect on the Closing Date;
- (b) the net assets of the CBO Fund, for the purposes of Section 3.3 only, so long as the Buyer or an Affiliate of the Buyer has been duly admitted as a co-manager of such fund upon the resignation and withdrawal of LibertyView as a co-manager thereof; and
- (c) the net assets of each Master Fund so long as:
 - (i) such Master Fund shall have (A) obtained the applicable Required Investor Consent on or prior to the Closing Date (which shall remain in full force and effect) and (B) entered into a New Investment Contract, which shall be in full force and effect on the Closing Date;
 - (ii) the Buyer or an Affiliate of the Buyer shall have been duly admitted as the sole general partner of such Master Fund as of the Closing;
 - (iii) each Domestic Feeder Fund, if any, of such Master Fund (A) shall have obtained the applicable Required Investor Consent on or prior to the Closing Date (which shall remain in full force and effect) and (B) the Buyer or an Affiliate of the Buyer shall have been duly admitted as the sole manager of such Domestic Feeder Fund (having all rights, powers and authority granted to the manager by such Fund’s Organizational Documents and the Delaware Limited Liability Company Act, 6 Del. C. §18-101 et seq.) as of the Closing; and
 - (iv) each Offshore Feeder Fund of such Master Fund (A) shall have obtained the applicable Required Investor Consent on or prior to the Closing Date

**Schedule 5.12(a)
Intellectual Property**

(i) Registered Sellers' Intellectual Property

U.S. Trademark No. 2,440,513 ("LIBERTYVIEW CAPITAL MANAGEMENT"). The mark was registered in the name of Liberty Capital Management, Inc. on April 3, 2001 in International Class 36 for "Financial Services, namely, investment advisory services and management of private investment funds."

Name	Owner	To be Assigned or Transferred under the Agreement
LIBERTYVIEW.com	CPR (USA)	Yes
LIBERTYVIEWCAPITAL.net	CPR (USA)	Yes
LIBERTYVIEWCAPITAL.com	CPR (USA)	Yes
LIBERTYVIEWFUNDS.net	CPR (USA)	Yes
LIBERTYVIEWFUNDS.com	CPR (USA)	Yes
LVFUNDS.com	CPR (USA)	Yes
LVFUNDS.net	CPR (USA)	Yes
LVEP.com	CPR (USA)	Yes
CPRUS.com	CPR (USA)	No
	CPR (USA)	No

(ii) Other Sellers' Intellectual Property

Name	Owner	To be Assigned or Transferred under the Agreement
Compare ²	CPR (USA)	Yes
Daily Pricing ¹	CPR (USA)	Yes
Dividend Process ¹	CPR (USA)	Yes
GL Link ¹	CPR (USA)	Yes
Job Scheduler ¹	CPR (USA)	Yes
Manual Pricing ¹	CPR (USA)	Yes
Mark Verification ¹	CPR (USA)	Yes
Option Expiration ¹	CPR (USA)	Yes
P&L by Strategy ¹	CPR (USA)	Yes
Personal Trading ¹	CPR (USA)	Yes
Portfolio Accounting ¹	CPR (USA)	Yes
RepGen ¹	CPR (USA)	Yes
Repo/Collateral Management ¹	CPR (USA)	Yes
Risk Management ¹	CPR (USA)	Yes
Statistical Arbitrage ¹	CPR (USA)	Yes
WatchBoard ¹	CPR (USA)	Yes

¹ In-house developed computer application.

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