

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement (Trademark)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Viner Finance Inc.		04/12/2011	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	The Bank of New York Mellon Trust Company, N.A.		
<b>Street Address:</b>	525 William Penn Place, 38th Floor		
<b>City:</b>	Pittsburgh		
<b>State/Country:</b>	PENNSYLVANIA		
<b>Postal Code:</b>	15259		
<b>Entity Type:</b>	Bank: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	1239737	OPPENHEIMER	
<b>Registration Number:</b>	1750380	OPPENHEIMERFUNDS	
<b>Registration Number:</b>	2145809	OPPENHEIMERFUNDS.COM	
<b>Registration Number:</b>	3260826	OPPENHEIMER	
<b>Registration Number:</b>	2376257	PROFESSIONALS ALLIANCE GROUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(800)494-7512		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	202-370-4761		
<b>Email:</b>	ecallahan@nationalcorp.com		
<b>Correspondent Name:</b>	Elspeth Callahan		
<b>Address Line 1:</b>	1100 G St NW Suite 420		
<b>Address Line 2:</b>	National Corporate Research		
<b>Address Line 4:</b>	Washington, DISTRICT OF COLUMBIA 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F133055		

**OP \$140.00 1239737**

**900189046**

**TRADEMARK  
 REEL: 004520 FRAME: 0073**

NAME OF SUBMITTER:	Sonya Jackman
Signature:	/Sonya Jackman/
Date:	04/12/2011
<b>Total Attachments: 6</b> source=Trademark Security Agreement filing#page2.tif source=Trademark Security Agreement filing#page3.tif source=Trademark Security Agreement filing#page4.tif source=Trademark Security Agreement filing#page5.tif source=Trademark Security Agreement filing#page6.tif source=Trademark Security Agreement filing#page7.tif	

**EXECUTION VERSION**

**SECURITY AGREEMENT (TRADEMARKS)**

WHEREAS, VINER FINANCE INC., a Delaware corporation with an office at 125 Broad St., New York, New York 10041 (the “**Assignor**”) owns the trademarks and service marks listed on the annexed Schedule 1A, for which applications for registration and registrations are issued by or pending with the United States Patent and Trademark Office (the “**Trademarks**”);

WHEREAS, the Assignor has entered into that certain Security Agreement dated as of April 12, 2011 (the “**Effective Date**”) in favor of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A. (the “**Assignee**”) as Collateral Agent for the Secured Creditors (as defined therein) (the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, the Assignor has granted to the Assignee for the ratable benefit of the Secured Creditors, a security interest in and continuing lien on all of Assignor's right, title and interest in, to and under the Trademarks, the goodwill of the business symbolized thereby or associated with each of them, all registrations and applications in connection therewith, including registrations and application in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, all renewals of any of the foregoing, all claims for, and rights to sue for, past or future infringements of any of the foregoing, and all income, royalties, damages and payments now or hereafter due or payable with respect to any of the foregoing, including damages and payments for past or future infringements thereof (provided, that no security interest shall be granted in any applications for Trademarks filed in the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(b) unless and until acceptable evidence of use of the mark in interstate commerce is submitted to the United States Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(c) or Section 1 (d)) (collectively, the “**Collateral**”), to secure the prompt and complete payment or performance of the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged:

All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Security Agreement.

The Assignor hereby grants to the Assignee for the ratable benefit of the Secured Creditors, a security interest in and continuing lien on the Collateral to secure the prompt and complete payment or performance of the Secured Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Security Agreement (Trademarks) and the terms of the Security Agreement, the terms of the Security Agreement shall control.

The term of this Security Agreement (Trademarks) is coterminous with the Security Agreement.

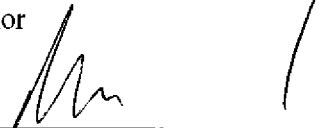
THIS SECURITY AGREEMENT (TRADEMARKS) AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

This Security Agreement (Trademarks) 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; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Assignor and the Assignee each has caused this Security Agreement (Trademarks) to be executed by its respective duly authorized representative as of the Effective Date.

**VINER FINANCE INC.,**  
as Assignor

By:  \_\_\_\_\_  
Name:  
Title:

**THE BANK OF NEW YORK  
MELLON TRUST COMPANY, N.A.,**  
as Assignee

By: \_\_\_\_\_  
Name:  
Title:

*[Signature Page to Security Agreement (Trademarks)]*

IN WITNESS WHEREOF, the Assignor and the Assignee each has caused this Security Agreement (Trademarks) to be executed by its respective duly authorized representative as of the Effective Date.

**VINER FINANCE INC.**

By: \_\_\_\_\_  
Name:  
Title:

**THE BANK OF NEW YORK  
MELLON TRUST COMPANY,  
N.A., as Collateral Agent**

By: *Beth Meuninger*  
Name: *Beth Meuninger*  
Title: *Agent*

*[Signature Page to Security Agreement (Trademarks)]*

**TRADEMARK  
REEL: 004520 FRAME: 0078**

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF New York )  
 : ss  
COUNTY OF New York )

On this 11<sup>th</sup> day of April 2011, before me personally came Albert G. Luvensthal, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Chairman/CEO of Viner Finance Inc., a Delaware corporation, and that he executed the foregoing instrument in the firm name of Viner Finance Inc., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

William J. McCabe  
Notary Public - State of \_\_\_\_\_

Printed Name \_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

**WILLIAM JAMES McCABE**  
Notary Public, State of New York  
No. 02MC6184846  
Qualified in New York County  
Commission Expires April 7, 2012

**Schedule 1A: Trademarks and Service Marks**

<b>Country</b>	<b>Trademark</b>	<b>Reg. No. (App. No.)</b>	<b>Status</b>	<b>Record Owner</b>
U.S.	Oppenheimer	1239737	Registered	Viner Finance Inc.
U.S.	OppenheimerFunds (stylized)	1750380	Registered	Viner Finance Inc.
U.S.	OppenheimerFunds.com	2145809	Registered	Viner Finance Inc.
U.S.	Oppenheimer Logo	3260826	Registered	Viner Finance Inc.
U.S.	Professionals Alliance Group	2376257	Registered	Viner Finance Inc.