

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM432430

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Viner Finance Inc.		06/23/2017	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon Trust Company, N.A.		
Street Address:	525 William Penn Place, 38th Floor		
City:	Pittsburgh		
State/Country:	PENNSYLVANIA		
Postal Code:	15259		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1750380	OPPENHEIMERFUNDS	
Registration Number:	3260826	OPPENHEIMER	
Registration Number:	1239737	OPPENHEIMER	
Registration Number:	4170955	OPPFUNDS	
CORRESPONDENCE DATA			
Fax Number:	2128055571		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	2128012256		
Email:	schlossd@gtlaw.com		
Correspondent Name:	Daniel I. Schloss, Greenberg Traurig,LLP		
Address Line 1:	200 park Avenue, 38th Floor		
Address Line 4:	New York, NEW YORK 10166		
ATTORNEY DOCKET NUMBER:	008497.054400		
NAME OF SUBMITTER:	Daniel I. Schloss		
SIGNATURE:	/Daniel I. Schloss/		
DATE SIGNED:	06/23/2017		
Total Attachments: 5			
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SECURITY AGREEMENT (TRADEMARKS)

This Security Agreement (Trademarks), dated as of June 23, 2017 (this “**Agreement**”), by and among VINER FINANCE INC., a Delaware corporation (the “**Assignor**”), in favor of THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A., in its capacity as collateral agent for the Secured Parties (in such capacity, together with its successors and assigns in such capacity, if any, the “**Assignee**”). All capitalized terms used herein and not otherwise defined shall have the meanings assigned to such terms in the Security Agreement.

WHEREAS, the Assignor has entered into that certain Security Agreement dated as of June 23, 2017 in favor of the Assignee (the “**Security Agreement**”);

WHEREAS, pursuant to the Security Agreement, the Assignor has granted to the Assignee for the ratable benefit of the Secured Parties, a security interest in and continuing lien on, all of Assignor’s right, title and interest in, to and under certain property, including, in each case whether now owned or existing or hereafter acquired or arising and wherever located, (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, brand names, trade dress, prints and labels on which any of the foregoing have appeared or appear, package and other designs, and all other source or business identifiers, and all general intangibles of like nature, and the rights in any of the foregoing which arise under applicable law, (ii) the goodwill of the business symbolized thereby or associated with each of them, (iii) all registrations and applications in connection therewith, including registrations and applications in the United States Patent and Trademark Office (the “**PTO**”) or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including those described in Schedule 1A to this Agreement, (iv) all renewals of any of the foregoing, (v) all claims for, and rights to sue for, past or future infringements of any of the foregoing and (vi) 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 (collectively, the “**Collateral**”), to secure the prompt and complete payment or performance of the Secured Obligations;

NOW, THEREFORE, in consideration of the foregoing and other good and valuable consideration, the receipt of which are hereby acknowledged, the Assignor agrees with the Assignee, as follows:

1. The Assignor hereby grants to the Assignee for the ratable benefit of the Secured Parties, a security interest in and continuing lien on, the Collateral, including the applications and registrations set forth on Schedule 1A attached hereto, to secure the prompt and complete payment or performance of the Secured Obligations.

2. Notwithstanding anything contained in this Agreement or the Security Agreement to the contrary, in no event shall the security interest granted hereby in the Collateral attach to any of Assignor's right, title or interest in any Excluded Property, including any applications for Trademarks filed in the PTO pursuant to 15 U.S.C. § 1051 Section 1(b) unless and until acceptable evidence of use of the Trademark in interstate commerce has been filed with, and accepted by, the PTO pursuant to 15 U.S.C. § 1051 Section 1(c) or Section 1(d).

3. 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 Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

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

5. THIS AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.

6. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE EXERCISE OF ANY RIGHT OR REMEDY BY THE ASSIGNEE HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, IF APPLICABLE. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT (OTHER THAN SECTION 1 HEREOF), THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.


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; 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.

Each of the parties hereto acknowledges and agrees that the Collateral Agent, as Assignee hereto, shall have the benefit of all rights, privileges, exculpatory provisions, presumptions, indemnities, protections, benefits, immunities or reliance rights contained in the Indenture and the Security Documents (in addition to those set forth herein) in the acceptance, execution, delivery and performance of this Agreement as though fully set forth herein.

[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: _____

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: R. Tamas

Title: Vice President

[Signature Page to Security Agreement (Trademarks)]

TRADEMARK
REEL: 006090 FRAME: 0809

Schedule 1A: Trademarks and Service Marks

Country	Mark	Reg. No. (App. No.)	Reg. Date (Filing Date)	Status	Record Owner
U.S.	OPPENHEIMERFUNDS (STYLIZED)	1750380	2/2/1993	REGISTERED	Viner Finance Inc.
U.S.	OPPENHEIMER AND DESIGN	3260826	7/10/2007	REGISTERED	Viner Finance Inc.
U.S.	OPPENHEIMER	1239737	5/24/1983	REGISTERED	Viner Finance Inc.
U.S.	OPPFUNDS	4170955	7/10/2012	REGISTERED	Viner Finance Inc.
Argentina	OPPENHEIMER	2311766	9/4/2009	REGISTERED	Viner Finance Inc.
Argentina	OPPENHEIMERFUNDS	2311765	9/4/2009	REGISTERED	Viner Finance Inc.
Australia	OPPENHEIMER	532788	4/18/1990	REGISTERED	Viner Finance Inc.
Bermuda	OPPENHEIMERFUNDS	48594	10/17/2008	REGISTERED	Viner Finance Inc.
Bermuda	OPPENHEIMER	48595	10/17/2008	REGISTERED	Viner Finance Inc.
Canada	OPPENHEIMER	819605	3/9/2012	REGISTERED	Viner Finance Inc.
Canada	OPPENHEIMERFUNDS	760281	2/25/2010	REGISTERED	Viner Finance Inc.
China	OPPENHEIMERFUNDS	7063908	12/14/2013	REGISTERED	Viner Finance Inc.
China	OPPENHEIMER	7063909	2/7/2012	REGISTERED	Viner Finance Inc.
China	OPPENHEIMERFUNDS in Chinese	13790332	4/21/2015	REGISTERED	Viner Finance Inc.
E. U.	OPPENHEIMER	348193	9/4/1996	REGISTERED	Viner Finance Inc.
E. U.	OPPENHEIMERFUNDS	(10228501)	(8/30/2011)	FILED	Viner Finance Inc.
Hong Kong	OPPENHEIMER	8082	7/18/2000	REGISTERED	Viner Finance Inc.
Hong Kong	OPPENHEIMERFUNDS	(302020409)	(8/31/2011)	FILED	Viner Finance Inc.
India	OPPENHEIMER INDIA, LTD.	678969	9/5/1995	REGISTERED	Viner Finance Inc.
Singapore	OPPENHEIMERFUNDS	T0812299A	9/10/2008	REGISTERED	Viner Finance Inc.
Venezuela	OPPENHEIMERFUNDS	(008818)	(6/1/2009)	FILED	Viner Finance Inc.
Venezuela	OPPENHEIMER	(008817)	(6/1/2009)	FILED	Viner Finance Inc.

TRADEMARK

REEL: 006090 FRAME: 0810

RECORDED: 06/23/2017