

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Duff & Phelps Holdings LLC		10/21/2005	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Duff & Phelps LLC		
Street Address:	311 South Wacker Drive		
Internal Address:	Suite 4200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Serial Number:	76417170	VALUOMETRICS	
Registration Number:	2911998	VALUOMETRICS	
CORRESPONDENCE DATA			
Fax Number:	(212)455-2502		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	(212) 455-7698		
Email:	ksolomon@stblaw.com		
Correspondent Name:	Mark Solomon, Esq.		
Address Line 1:	Simpson Thacher & Bartlett LLP		
Address Line 2:	425 Lexington Avenue		
Address Line 4:	New York, NEW YORK 10017		
ATTORNEY DOCKET NUMBER:	067365/0126		
NAME OF SUBMITTER:	Mark Solomon		

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Signature:	/ms/
Date:	10/21/2005
Total Attachments: 4 source=DUFFP_TA#page1.tif source=DUFFP_TA#page2.tif source=DUFFP_TA#page3.tif source=DUFFP_TA#page4.tif	

U.S. TRADEMARK ASSIGNMENT

THIS U.S. TRADEMARK ASSIGNMENT ("Assignment") is effective as of the 21 day of October 2005 ("Effective Date"), between:

Duff & Phelps Holdings LLC ("Assignor") is a limited liability company incorporated under the laws of Delaware.

Duff & Phelps LLC ("Assignee") is a limited liability company incorporated under the laws of Delaware.

WHEREAS, in connection with the transactions contemplated by the Credit Agreement among Duff & Phelps, LLC; Duff & Phelps Acquisitions, LLC; LaSalle Bank National Association, and General Electric Capital Corporation, dated as of September 30, 2005 ("Credit Agreement"), Assignor wishes to assign to Assignee the trademark listed on Schedule A annexed hereto.

NOW, THEREFORE, in consideration of the above premises and of the mutual agreements, provisions and covenants contained in this Agreement and intending to be legally bound hereby, Assignor and Assignee hereby agree as follows:

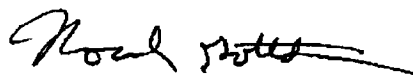
1. Unless otherwise defined herein, capitalized terms used herein shall have the meanings assigned to such terms in the Credit Agreement.
2. Assignor hereby assigns, transfers and conveys to Assignee any and all of Assignor's right, title and interest in and to (i) the Valuemetrics Trademark (the "Mark") including without limitation the registrations and applications listed on Schedule A hereto, together with all related common-law rights and the goodwill of the business associated therewith or symbolized thereby; (ii) all rights, priorities and privileges provided under United States, state or foreign law, or multinational law, compact, treaty, protocol, convention or organization with respect to any of the foregoing; and (iii) all registrations, applications, recordings, renewals or similar legal protections for any of the foregoing; (collectively, the "Assigned Mark").
3. Assignor shall not contest Assignee's ownership of the Assigned Mark, including in any claim, action, arbitration, suit, inquiry or proceeding.
4. This Agreement shall be deemed effective as between the parties as of the Effective Date in all countries and jurisdictions set forth on Schedule A. Assignor will, without additional consideration, execute promptly such further documents as are necessary or desirable to transfer, vest, record and perfect good, valid and marketable title to the Assigned Mark in Assignee. Assignor hereby authorizes Assignee to request the relevant government entity or agency, to record Assignee as the assignee and owner of the Assigned Mark.
5. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed therein.

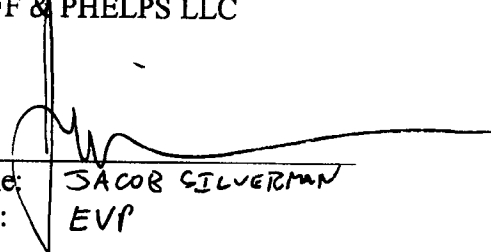
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be duly executed and delivered as of the date above first written.

DUFF & PHELPS HOLDINGS LLC

By: 
Name: Noah Gottdiener
Title: CEO, D²P; MENOETL, DPH

DUFF & PHELPS LLC

By: 
Name: JACOB SILVERMAN
Title: EVP

SCHEDULE A**Registered Trademarks**

U.S. Trademark Registrations/Applications	Reg./App. No.	Filing/Registration Date
VALUOMETRICS	Serial Number 76/417,170	6/6/2002
VALUOMETRICS	U.S. Reg. No. 2,911,998	12/21/2004