

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
The McGraw-Hill Companies, Inc.		09/30/2005	CORPORATION: NEW YORK
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: 1			
Property Type	Number	Word Mark	
Serial Number:	76334368	CVC	
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		
Signature:	/ms/		

OP \$40.00 76334368

Date:

10/21/2005

Total Attachments: 5

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U.S. TRADEMARK ASSIGNMENT

THIS U.S. TRADEMARK ASSIGNMENT ("Assignment") is effective as of the 30th day of September 2005 ("Effective Date"), between:

The McGraw-Hill Companies, Inc. ("Assignor") is a corporation incorporated under the laws of New York.

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

WHEREAS, pursuant to the Agreement for the Purchase and Sale of Assets dated as of September 15, 2005 between The McGraw-Hill Companies, Inc., a New York corporation ("Seller"), and Assignee ("Asset Purchase Agreement"), Seller agreed to grant, bargain, sell, transfer, assign, convey, and deliver to Assignee all of Assignor's right, title and interest in and to certain intellectual property (the "Assigned Intellectual Property"); and

WHEREAS, the Assigned Intellectual Property contains trademarks, service marks and trade names as set forth on Schedule A, and therefore, this Agreement is a Conveyance and Assumption Instrument, which is required to be executed on or before the Closing Date, pursuant to Section 6.2(o) of the Asset Purchase Agreement.

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 Asset Purchase 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 CVC Trademark (the "**Mark**") including without limitation the applications listed 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, in the United States only, 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.

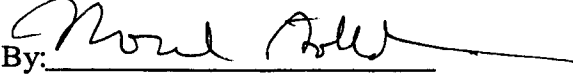
THE MCGRAW-HILL COMPANIES, INC.

By: _____

Name:

Title:

DUFF & PHELPS LLC

By: 

Name: Noah Gottdiener

Title: Chief Executive Officer

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

THE MCGRAW-HILL COMPANIES, INC.

By: 
Name: Patrick Milano
Title: Senior Vice President, Finance

DUFF & PHELPS LLC

By: _____
Name:
Title:

SCHEDULE A**Registered Trademarks**

U.S Trademark Registrations/Applications	Reg./App. No.	Filing Date
Application for registration of the trademark "CVC," including any goodwill associated therewith and symbolized thereby	Serial Number 76/334,368	11/6/01