

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|------------------------|-------------------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| Medley Global Advisors, L.L.C. | | 12/07/2005 | LIMITED LIABILITY COMPANY: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | General Electric Capital Corporation, as Agent | | |
| Street Address: | 2325 Lakeview Parkway | | |
| Internal Address: | Suite 700 | | |
| City: | Alpharetta | | |
| State/Country: | GEORGIA | | |
| Postal Code: | 30004 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Serial Number: | 78602266 | MEDLEY GLOBAL ADVISORS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (404)572-5149 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 404-572-2533 | | |
| Email: | jbalcita@kslaw.com | | |
| Correspondent Name: | Jeffrey P. Balcita | | |
| Address Line 1: | 191 Peachtree Street | | |
| Address Line 2: | 49th Floor | | |
| Address Line 4: | Atlanta, GEORGIA 30303 | | |
| ATTORNEY DOCKET NUMBER: | 09636.015004 | | |
| NAME OF SUBMITTER: | Jeffrey P. Balcita | | |
| Signature: | /s/ Jeffrey P. Balcita | | |

CH \$40.00 78602266

Date:

12/21/2005

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of December 7, 2005, by MEDLEY GLOBAL ADVISORS, L.L.C., a Delaware limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent (the "Agent") for Lenders (as hereinafter defined).

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as lenders (the "Lenders"; including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MEDLEY GLOBAL ADVISORS, L.L.C.

By: [Signature]
Name: SASSAN SELVARAMAN
Title: PRESIDENT & CEO

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____
Its Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)
COUNTY OF QUEENS) ss.

On this 20 day of December, 2005 before me personally appeared Sassan Selvaraman, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Medley Global Advisors, L.L.C., who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Board of Managers and that he acknowledged said instrument to be the free act and deed of said limited liability company.

[Signature]
Notary Public

{seal}

KARINA J. GOMEZ
Notary Public, State of New York
No. 01306107977
Qualified in Queens County
Cert. Filed in New York County
Commission Expires March 12, 2008

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

MEDLEY GLOBAL ADVISORS, L.L.C.

By: _____

Name:

Title:

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION

By: _____

Its Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF _____)
) ss.
COUNTY OF _____)

On this ____ day of December, 2005 before me personally appeared _____, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Medley Global Advisors, L.L.C., who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Board of Managers and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Notary Public

{seal}

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

TRADEMARK
REEL: 003214 FRAME: 0747

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS

| <u>Mark</u> | <u>Reg. No.</u> | <u>Date</u> |
|-------------|-----------------|-------------|
| None | | |

TRADEMARK APPLICATIONS

| <u>Mark</u> | <u>Reg. No.</u> | <u>Date</u> |
|------------------------|-----------------|-------------|
| MEDLEY GLOBAL ADVISORS | 78602266 | 04/05/05 |

TRADEMARK LICENSES

| <u>Name of Agreement</u> | <u>Parties</u> | <u>Date of Agreement</u> |
|--------------------------|----------------|--------------------------|
| None | | |