

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST
EFFECTIVE DATE:	12/15/2006

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ALPS Holdings, Inc.		12/15/2006	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

Name:	ING Capital LLC
Street Address:	1325 Avenue of the Americas
City:	New York
State/Country:	NEW YORK
Postal Code:	10019
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 3**

Property Type	Number	Word Mark
Serial Number:	78928119	SERVICES TAILORED AROUND YOU
Serial Number:	78914891	ALPS
Serial Number:	78915256	

**CORRESPONDENCE DATA**

Fax Number: (212)492-0083  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 212-373-3083  
 Email: zhilden@paulweiss.com  
 Correspondent Name: Zoe Hilden  
 Address Line 1: 1285 Avenue of the Americas  
 Address Line 2: Paul, Weiss, Rifkind, Wharton & Garrison  
 Address Line 4: New York, NEW YORK 10019

NAME OF SUBMITTER:	Zoe Hilden
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CH \$90.00 78928119

Signature:	/Zoe Hilden/
Date:	12/18/2006
<b>Total Attachments: 9</b> source=Security_Interest#page1.tif source=Security_Interest#page2.tif source=Security_Interest#page3.tif source=Security_Interest#page4.tif source=Security_Interest#page5.tif source=Security_Interest#page6.tif source=Security_Interest#page7.tif source=Security_Interest#page8.tif source=Security_Interest#page9.tif	

Notice of Grant of Security Interest in Trademarks

NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS (“Notice”), dated as of December 15, 2006, made by ALPS HOLDINGS, INC., a Delaware corporation, and ALPS ADVISERS, INC., a Colorado corporation (together, “Grantors”), in favor of ING CAPITAL LLC, a Delaware limited liability company (“Secured Party”).

WHEREAS, Grantors are the owners of the trademarks and service marks set forth on Schedule 1 attached hereto, including the associated registrations and applications for registration set forth in Schedule 1 attached hereto (collectively, the “Trademarks”); and

WHEREAS, pursuant to the Guarantee and Collateral Agreement dated as of December 14, 2006 by and among Grantors and the Secured Party (the “Agreement”), Grantors granted, assigned and conveyed to Secured Party a security interest in, and lien on, certain intellectual property owned by the Grantors, including the Trademarks and the goodwill of the business symbolized by the Trademarks and all products and proceeds of the foregoing (collectively, the “Trademark Collateral”); and

WHEREAS, pursuant to the Agreement, Grantors agreed to execute and deliver to Secured Party this Notice for purposes of filing the same with the United States Patent and Trademark Office (the “PTO”) to confirm, evidence and perfect the security interest in the Trademark Collateral granted pursuant to the Agreement;


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Agreement, the Grantors hereby grant, assign and convey to Secured Party a security interest in, and lien on, the Trademark Collateral, in each case, now existing or hereafter acquired, provided that the grant of security interest shall not include any Trademark that may be deemed invalidated, canceled or abandoned due to the grant and/or enforcement of such security interest unless and until such time that the grant and/or enforcement of the security interest will not affect the validity of such Trademark.

The Grantor hereby acknowledges the sufficiency and completeness of this Notice to create the security interest in the Trademark Collateral and to grant the same to the Secured Party, and the Grantor hereby requests the relevant trademark office and/or governing body to file and record the same together with the annexed Schedule 1.


The Grantor and the Secured Party hereby acknowledge and agree that the security interest in the Trademark Collateral may only be terminated in accordance with the terms of the Security Agreement.

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

ALPS HOLDINGS, INC.

By:   
Name: **Edmund J. Burke**  
Title: **President**

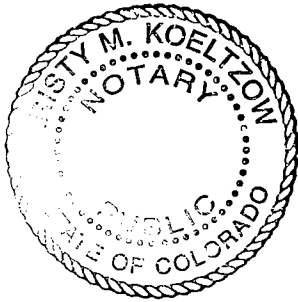
ALPS ADVISERS, INC.

By:   
Name: **Edmund J. Burke**  
Title: **President**



STATE OF Colorado )  
~~Denver~~ )  
COUNTY OF Denver ) ss.:  
~~Colorado~~ )

On this 14<sup>th</sup> day of Dec., 2006 before me personally came Edmund J. Burke, to me known to be the person who signed the foregoing instrument and who being duly sworn by me did depose and state that [he, ~~she~~] is the President of ALPS HOLDINGS, INC.; [he, ~~she~~] signed the instrument in the name of ALPS HOLDINGS, INC.; and [he, ~~she~~] had the authority to sign the instrument on behalf of ALPS HOLDINGS, INC.



[Signature]  
Notary Public  
Commission Exp. 12/16/09

Schedule 1

USPTO Registered Trademarks:

Mark: Liberty All-Star  
Registered: September 24, 1996  
Reg. No.: 2002065  
Owner: ALPS Advisers, Inc.

Mark: All-Star  
Registered: August 12, 2003  
Reg. No.: 2749315  
Owner: ALPS Advisers, Inc.

Mark: All-Star Funds  
Registered: September 2, 2003  
Reg. No.: 2757987  
Owner: ALPS Advisers, Inc.

USPTO Trademark Applications:

Mark: Services Tailored Around You  
Filed: July 12, 2006  
Serial No.: 78/928119  
Owner: ALPS Holdings, Inc.

Mark: ALPS  
Filed: June 22, 2006  
Serial No.: 78/914891  
Owner: ALPS Holdings, Inc.


Mark: Fabric Weave Logo  
Filed: June 23, 2006  
Serial No.: 78/915256  
Owner: ALPS Holdings, Inc.






IN WITNESS WHEREOF, each Grantor has caused this Power of Attorney to be duly executed by its duly authorized officer as of the 14 day of Dec. 2006

ALPS HOLDINGS, INC.

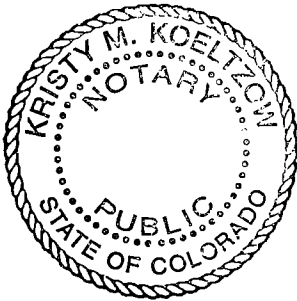
By:   
Name: **Edmund J. Burke**  
Title: **President**


ALPS ADVISERS, INC.

By:   
Name: **Edmund J. Burke**  
Title: **President**

STATE OF Colorado )  
 ) ss.:  
COUNTY OF Denver )

On this 14 day of Dec., 2006 before me personally came Edmund J. Dunne, Jr. to me known to be the person who signed the foregoing instrument and who being duly sworn by me did depose and state that [he, she] is the President of ALPS ADVISERS, INC.; [he, she] signed the instrument in the name of ALPS ADVISERS, INC.; and [he, she] had the authority to sign the instrument on behalf of ALPS ADVISERS, INC.



  
Notary Public  
Commission Exp. 12/16/2006

