

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Marsico Capital Management, LLC		12/14/2007	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Goldman Sachs Credit Partners L.P., as Collateral Agent
Street Address:	1 New York Plaza
City:	New York
State/Country:	NEW YORK
Postal Code:	10004
Entity Type:	LIMITED PARTNERSHIP:

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2405047	MARSICO CAPITAL MANAGEMENT, LLC
Registration Number:	2405046	MARSICO INVESTMENT FUND
Registration Number:	2424357	MARSICO FUNDS
Registration Number:	2672034	
Registration Number:	2663112	HELPING YOU APPRECIATE LIFE

CORRESPONDENCE DATA

Fax Number: (714)755-8290

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: ipdocket@lw.com

Correspondent Name: Latham & Watkins LLP

Address Line 1: 650 Town Center Drive

Address Line 2: Suite 2000

Address Line 4: Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:

022411-0816

900094286

TRADEMARK
REEL: 003678 FRAME: 0744

OP \$140.00 2405047

NAME OF SUBMITTER:	Rhonda DeLeon
Signature:	/Rhonda DeLeon/
Date:	12/14/2007
Total Attachments: 6 source=Trademark Security Agreement#page1.tif source=Trademark Security Agreement#page2.tif source=Trademark Security Agreement#page3.tif source=Trademark Security Agreement#page4.tif source=Trademark Security Agreement#page5.tif source=Trademark Security Agreement#page6.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of December 14, 2007 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement"), between Marsico Capital Management, LLC, a Delaware limited liability company located at 1200 17th Street, Suite 1600, Denver, CO 80202 (the "Grantor"), and Goldman Sachs Credit Partners L.P., as collateral agent for the Secured Parties (in such capacity as collateral agent, together with its successors and permitted assigns, the "Collateral Agent").

WITNESSETH:

WHEREAS, reference is made to that certain Credit and Guaranty Agreement dated as of December 14, 2007 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among Marsico Parent Company, LLC (the "Borrower"), Marsico Parent Superholdco, LLC ("Superholdco"), Marsico Parent Holdco, LLC ("Holdco"), the Grantor, certain other subsidiaries of the Borrower from time to time party thereto, the lenders party thereto from time to time (the "Lenders"), Goldman Sachs Credit Partners L.P., as Lead Arranger, Syndication Agent, Collateral Agent and Administrative Agent;

WHEREAS, subject to the terms and conditions of the Credit Agreement, certain Credit Parties (as defined in the Credit Agreement) may enter into one or more Hedge Agreements (as defined in the Credit Agreement) with one or more Lender Counterparties (as defined in the Credit Agreement);

WHEREAS, in consideration of the extensions of credit and other accommodations of Lenders and Lender Counterparties as set forth in the Credit Agreement and the Hedge Agreements, respectively, the Grantor agreed to secure its obligations under the Credit Documents (as defined in the Credit Agreement) and the Hedge Agreements as set forth in that certain Pledge and Security Agreement dated as of December 14, 2007 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement"), by the Borrower, Superholdco, Holdco, the Grantor and certain other subsidiaries of the Borrower from time to time party thereto in favor of the Collateral Agent;

WHEREAS, under the terms of the Pledge and Security Agreement, the Grantor has granted a security interest in certain personal property, including, without limitation, certain Intellectual Property (as defined in the Pledge and Security Agreement), of the Grantor to the Collateral Agent, and has agreed to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions, and covenants herein contained, the Grantor hereby agrees with the Collateral Agent, as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Pledge and Security Agreement and used herein have the meaning given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral.

2.1. Grant of Security. The Grantor hereby grants to the Collateral Agent a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under the following personal property of the Grantor, in each case whether now owned or existing or hereafter acquired, developed or arising and wherever located (collectively, the "Trademark Collateral"): with respect to the Grantor, all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, trade dress, trade styles, logos, other source or business identifiers, whether or not registered, and with respect to any and all of the foregoing: (i) all U.S. registrations and applications for any of the foregoing, including the registrations and applications referred to in Schedule I hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue or otherwise recover for any and all past, present, and future infringements, dilutions, and other violations thereof of any of the foregoing or for any injury to the goodwill associated with the use thereof, (v) all Proceeds of the foregoing, including license fees, royalties, income, payments, claims, damages and proceeds of suit, now and hereafter due and/or payable with respect thereto (including payments under all Trademark Licenses entered into in connection therewith), and (vi) all other rights of any kind whatsoever of the Grantor accruing thereunder throughout the world.

2.2. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to (a) any lease, license, contract or agreement to which the Grantor is a party, and any of its rights or interest thereunder and any assets subject to any thereof, to which the Grantor is a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall constitute or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of the Grantor therein or (ii) in a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement or a violation of any law, rule or regulation applicable to the Grantor (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity), provided however that the Trademark Collateral shall include and such security interest shall attach immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied or shall no longer be applicable and to the extent severable, shall attach immediately to any portion of such lease, license, contract,

property rights or agreement that does not result in any of the consequences specified in clauses (a)(i) or (a)(ii) above, provided further that the exclusions referred to in clause (a) of this Section 2.2 shall not include any Proceeds of any such lease, license, contract or agreement; and (b) any applications for trademarks and service marks filed in the U.S. Patent and Trademark Office on the basis of the Grantor's intent to use any such mark pursuant to 15 U.S.C. § 1051 Section 1(b), to the extent that the grant of a security interest therein would impair the validity or enforceability of such applications or any registration that issues from such intent-to-use trademark or service mark application, unless and until evidence of use of the mark in interstate commerce is submitted to the U.S. Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(c) or 1(d), at which point the term "Trademark Collateral" shall include, and the security interest granted hereunder shall attach to, such application.

SECTION 3. Security Agreement. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Pledge and Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Termination. This Trademark Security Agreement and the security interests and lien granted pursuant hereto shall terminate upon termination of the Pledge and Security Agreement. Upon written request of the Grantor, the Collateral Agent shall, at the Grantor's expense, execute and deliver to the Grantor or otherwise authorize the filing of such documents, in each case as the Grantor shall reasonably request to evidence such termination.

SECTION 5. APPLICABLE LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS (WITHOUT REGARD TO CHOICE OF LAW RULES, OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of 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.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the 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.

MARSICO CAPITAL MANAGEMENT, LLC

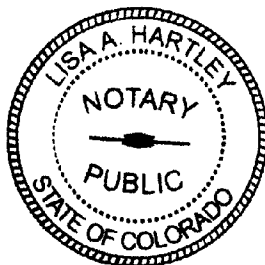
By: *Christopher J. Marsico*
Name: Christopher J. Marsico
Title: President

ACKNOWLEDGMENT OF GRANTOR

STATE OF Colorado)
COUNTY OF Denver) ss.

On this _____ day of December, 2007 before me personally appeared Christopher J. Marsico, President of Marsico Capital Management, LLC, and Christopher J. Marsico proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grantor, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

{seal}



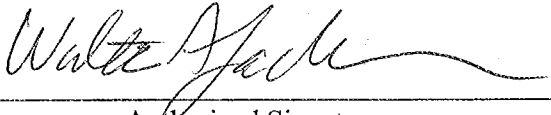
Lisa A. Hartley
Notary Public
My commission expires
September 20, 2009.

Trademark Security Agreement

TRADEMARK
REEL: 003678 FRAME: 0749

Accepted and Agreed:

GOLDMAN SACHS CREDIT PARTNERS L.P.,
as Collateral Agent

By: 
Authorized Signatory

Trademark Security Agreement

TRADEMARK
REEL: 003678 FRAME: 0750

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

Grantor	Description of Trademark	Registration Number	Issue Date
Marsico Capital Management, LLC	Marsico Capital Management, LLC	2405047	November 21, 2000
Marsico Capital Management, LLC	Marsico Investment Fund	2405046	November 21, 2000
Marsico Capital Management, LLC	Marsico Funds	2424357	January 30, 2001
Marsico Capital Management, LLC	Horse Logo (Running Right)	2672034	January 7, 2003
Marsico Capital Management, LLC	HELPING YOU APPRECIATE LIFE	2663112	December 17, 2002