

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
ALPS FUND SERVICES, INC.		05/15/2008	CORPORATION: COLORADO
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	
Registration Number:	3159769	GLASS	
Registration Number:	2804854	PRICE MEADOWS	
Registration Number:	2908234	THE VOICE OF EXPERIENCE IN HEDGE FUND ADMINISTRATION	
CORRESPONDENCE DATA			
Fax Number:	(212)492-0083		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-373-3083		
Email:	alee@paulweiss.com, 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		
ATTORNEY DOCKET NUMBER:	17501-017		
NAME OF SUBMITTER:	Zoe Hilden		

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TRADEMARK
REEL: 003778 FRAME: 0856

Signature:	/Zoe Hilden/
Date:	05/16/2008
Total Attachments: 6 source=ing sec int#page1.tif source=ing sec int#page2.tif source=ing sec int#page3.tif source=ing sec int#page4.tif source=ing sec int#page5.tif source=ing sec int#page6.tif	

Notice of Supplemental Grant of Security Interest in Trademarks

NOTICE OF SUPPLEMENTAL GRANT OF SECURITY INTEREST IN TRADEMARKS ("Notice"), dated as of May 15, 2008, made by ALPS FUND SERVICES, INC., a Colorado corporation ("Grantor"), in favor of ING CAPITAL LLC, a Delaware limited liability company ("Secured Party").

WHEREAS, Grantor is the owner 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 to which both Grantor and the Secured Party are parties (the "Agreement"), Grantor granted, assigned and conveyed to Secured Party a security interest in, and lien on, certain intellectual property owned by the Grantor, 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, Grantor 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;

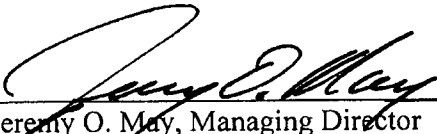
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions of the Agreement, the Grantor hereby grants, assigns and conveys to Secured Party a security interest in, and lien on, the Trademark Collateral, in 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 Agreement.

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

ALPS FUND SERVICES, INC.

By: 
Jeremy O. May, Managing Director

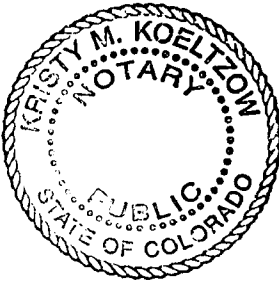
Schedule 1

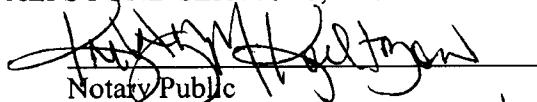
Trademarks

<u>Mark</u>	<u>Registration No</u>	<u>Registration Date</u>
GLASS	3,159,769	October 17, 2006
PRICE MEADOWS	2,804,854	January 13, 2004
THE VOICE OF EXPERIENCE IN HEDGE FUND ADMINISTRATION	2,908,234	December 7, 2004

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

On this 15th day of May, 2008 before me personally came Jeremy O. May, 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 is the Managing Director of ALPS FUND SERVICES, INC.; he signed the instrument in the name of ALPS FUND SERVICES, INC.; and he had the authority to sign the instrument on behalf of ALPS FUND SERVICES, INC.




Notary Public
Commission Exp. 12/16/2009

SPECIAL POWER OF ATTORNEY

STATE OF COLORADO)
) ss.:
COUNTY OF DENVER)

KNOW ALL MEN BY THESE PRESENTS, ALPS FUND SERVICES, INC., a Colorado corporation with its principal place of business at 1290 Broadway, Suite 1100, Denver, Colorado 80203 (the "Grantor"), hereby appoints and constitutes ING CAPITAL LLC, a Delaware limited liability company (the "Secured Party"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of the Grantor, which Power of Attorney may be exercised upon the occurrence and during the continuance of an Event of Default:

1. For the purpose of assigning, selling or otherwise disposing of all right, title and interest of the Grantor in and to any trademarks, trade names and service marks, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications therefor, together with the goodwill of the business symbolized thereby, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose.

2. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above.

This Power of Attorney is made in favor of the Secured Party pursuant to a certain Guarantee and Collateral Agreement dated as of December 14, 2006 to which the Grantor and the Secured Party are parties.

IN WITNESS WHEREOF, Grantor has caused this Power of Attorney to be duly executed by its duly authorized officer as of the 15th day of May, 2008.

ALPS FUND SERVICES, INC.

By: 
Jeremy O. May, Managing Director

STATE OF COLORADO)
) ss.:
COUNTY OF DENVER)

On this 15th day of May, 2008 before me personally came Jeremy O. May, 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 is the Managing Director of ALPS FUND SERVICES, INC.; he signed the instrument in the name of ALPS FUND SERVICES, INC.; and he had the authority to sign the instrument on behalf of ALPS FUND SERVICES, INC.



[Handwritten Signature]
Notary Public
Commission Exp. 12/16/2009