

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Asset Management Finance LLC		08/25/2008	LIMITED LIABILITY COMPANY:
RECEIVING PARTY DATA			
Name:	Credit Suisse Private Equity, Inc.		
Street Address:	11 Madison Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	Collateral Agent:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3214453	ASSET MANAGEMENT FINANCE	
CORRESPONDENCE DATA			
Fax Number:	(212)225-3999		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212.225.2574		
Email:	ddennis@cgsh.com		
Correspondent Name:	Deanna S. Dennis		
Address Line 1:	One Liberty Plaza		
Address Line 2:	Cleary Gottlieb Steen & Hamilton		
Address Line 4:	New York, NEW YORK 10006		
ATTORNEY DOCKET NUMBER:	29499-076		
NAME OF SUBMITTER:	Deanna S. Dennis		
Signature:	/Deanna S. Dennis/		

OP \$40.00 3214453

Date:

08/25/2008

Total Attachments: 9

source=IP Security Agreement#page1.tif

source=IP Security Agreement#page2.tif

source=IP Security Agreement#page3.tif

source=IP Security Agreement#page4.tif

source=IP Security Agreement#page5.tif

source=IP Security Agreement#page6.tif

source=IP Security Agreement#page7.tif

source=IP Security Agreement#page8.tif

source=IP Security Agreement#page9.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*IP Security Agreement*") dated August 25, 2008, is made by the Person listed on the signature page hereof (the "*Grantor*") in favor of Credit Suisse Private Equity, Inc., as collateral agent (the "*Collateral Agent*") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Asset Management Finance LLC, a Delaware limited liability company, has entered into a Credit Agreement dated as of August 25, 2008 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), with Credit Suisse (USA), Inc., as Administrative Agent, Credit Suisse Private Equity, Inc., as Collateral Agent, and the Lenders party thereto. Terms defined in the Credit Agreement and not otherwise defined herein are used herein as defined in the Credit Agreement.

WHEREAS, as a condition precedent to the making of Advances by the Lenders under the Credit Agreement and the entry into Secured Hedge Agreements by the Hedge Banks from time to time, each Grantor has executed and delivered that certain Security Agreement dated August 25, 2008 made by the Grantors to the Collateral Agent (as amended, amended and restated, supplemented or otherwise modified from time to time, the "*Security Agreement*").

WHEREAS, under the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantors, and have agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office and the United States Copyright Office.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor agrees as follows:

SECTION 1. Grant of Security. The Grantor hereby grants to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to the following (the "*Collateral*"):

(i) the patents and patent applications set forth in Schedule A hereto (the "*Patents*");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "*Trademarks*");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by such Grantor, including, without limitation, the copyright registrations and

applications and exclusive copyright licenses set forth in Schedule C hereto (the “*Copyrights*”);

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of such Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of all Obligations of the Grantor now or hereafter existing under or in respect of the Loan Documents, whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by the Grantor to any Secured Party under the Loan Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving a Loan Party.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement.

SECTION 4. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 5. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

ASSET MANAGEMENT FINANCE LLC,
the Grantor

By _____

Name:

Title:

By _____

Name:

Title:

Address for Notices:

The Park Avenue Tower
65 East 55th Street, 35th Floor
New York, New York 10022

Attention:

Fascimile:

CREDIT SUISSE PRIVATE EQUITY, INC.,
as Collateral Agent

By _____
Name:
Title:

Address for Notices:

11 Madison Avenue
New York, NY 10010
Attention: Brian Finn
Facsimile: (212) 538-1689, with a copy to:

11 Madison Avenue
New York, NY 10010
Attention: Christina Gross, Esq., Legal and
Compliance Department
Facsimile: (212) 325-2663

Schedule A

Grantor	Patent Titles	Country	Patent No.	Application No.	Filing Date	Issue Date
Asset Management Finance LLC	Revenue Share Interest Method of Financing an Asset Management Firm	USA	Pending	10/805,063	March 19, 2004	Pending
Asset Management Finance LLC	Securitization of Revenue Share Interests	USA	Pending	11/157,018	June 20, 2005	Pending
Asset Management Finance LLC	Revenue Share Interest Method of Financing an Asset Management Firm	USA	Pending	11/594,581	November 8, 2006	Pending

Schedule B

Registrant	Mark	Country	Reg. No.	Application No.	Filing Date	Issue Date
Asset Management Finance LLC	ASSET MANAGEMENT FINANCE and Design	USA	3214453	76574630	February 5, 2004	March 6, 2007
Asset Management Finance LLC	www.amfinance.com	USA	Not Applicable	Not Applicable	Not Applicable	Not Applicable


Schedule C

Title	Copyright Claimant	Registration Number/Registration Date
The Perpetually Independent Firm: Promoting Stability and Continuity in the Asset Management Industry	Asset Management Finance LLC	TX 6-377-335/5/8/2006

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

ASSET MANAGEMENT FINANCE LLC,
the Grantor

By  _____
Name:
Title:

By  _____
Name:
Title:


Address for Notices:

The Park Avenue Tower
65 East 55th Street, 35th Floor
New York, New York 10022
Attention:
Facsimile:

Intellectual Property Security Agreement

CREDIT SUISSE PRIVATE EQUITY, INC.,
as Collateral Agent

By



Name: Kenneth J. Lohsen
Title: Vice President

Address for Notices:

11 Madison Avenue
New York, NY 10010
Attention: Brian Finn
Facsimile: (212) 538-1689, with a copy to:

11 Madison Avenue
New York, NY 10010
Attention: Christina Gross, Esq., Legal and
Compliance Department
Facsimile: (212) 325-2663

Intellectual Property Security Agreement