

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Termination and Release of Security Interest in Trademarks		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
General Electric Capital Corporation, as administrative agent and collateral agent		05/22/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Duff & Phelps, LLC		
Street Address:	311 Wacker Drive		
Internal Address:	Suite 4200		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60606		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	76435142	RASH & ASSOCIATES	
CORRESPONDENCE DATA			
Fax Number:	(917)777-4104		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212-735-3000		
Email:	mmcguire@skadden.com		
Correspondent Name:	Skadden, Arps, Slate, Meagher & Flom LLP		
Address Line 1:	Four Times Square		
Address Line 2:	Attn: Shivram Sankar		
Address Line 4:	New York, NEW YORK 10036		
ATTORNEY DOCKET NUMBER:	098940/1		
NAME OF SUBMITTER:	Shivram Sankar		

CH \$40.00 76435142

900134706

TRADEMARK  
 REEL: 003992 FRAME: 0426

Signature:	/Shivram Sankar/
Date:	05/22/2009
<b>Total Attachments: 4</b> source=Release of Second GE TM#page1.tif source=Release of Second GE TM#page2.tif source=Release of Second GE TM#page3.tif source=Release of Second GE TM#page4.tif	

**TERMINATION AND RELEASE  
OF SECURITY INTEREST IN TRADEMARKS**

THIS TERMINATION AND RELEASE dated as of May 22, 2009, from General Electric Capital Corporation ("GE Capital"), in its capacity as administrative agent and collateral agent (in such capacity, together with its successors and permitted assigns, the "Administrative Agent") for the Lenders and L/C Issuers, (as defined in the Amended and Restated Credit Agreement, dated as of July 30, 2008 (as amended, restated supplemented or otherwise modified from time to time, the "Credit Agreement")) to Duff & Phelps, LLC ("Borrower") and Duff & Phelps Acquisitions, LLC.

WITNESSETH:

WHEREAS, pursuant to Guarantee and Security Agreement dated as of September 30, 2005, in favor of GE Capital (the "Guarantee and Security Agreement") and the Intellectual Property Security Agreement dated as of June 4, 2008, in favor of GE Capital (the "Trademark Security Agreement"), a security interest (the "Security Interest") was granted by Rash & Associates, L.P., a Texas limited partnership having a place of business at 3701 West Plano Parkway, Plano, Texas 75075 (the "Grantor"), to GE Capital in the Trademark Collateral (as defined in the Trademark Security Agreement);

WHEREAS, the Trademark Security Agreement was recorded in the United States Patent and Trademark Office at Reel 3809, Frame 0089 on July 3, 2008; and

WHEREAS, GE Capital now desires to terminate and release the entirety of its Security Interest in the Trademark Collateral listed in the Trademark Security Agreement;

NOW, THEREFORE, for good and valuable consideration, including the satisfaction of all obligations, indebtedness and liabilities secured by the Trademark Collateral pursuant to the Trademark Security Agreement, the receipt and adequacy of which are hereby acknowledged, and upon the terms set forth in this Termination and Release, GE Capital hereby states as follows:

1. Definitions. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Credit Agreement and the Trademark Security Agreement.

2. Release of Security Interest. GE Capital hereby terminates, releases, and discharges its Security Interest in the Trademark Collateral including the trademark collateral listed in Exhibit 1 attached hereto. Any and all right, title, or interest of GE Capital in such Trademark Collateral and all proceeds thereof, including without limitation, the goodwill of the business connected with the use of, and symbolized by, the Trademark Collateral and any and all causes of action which may exist by reason of infringement of the Trademark Collateral, shall hereby cease and become void.

3. Further Assurances. GE Capital hereby agrees to duly execute, acknowledge, procure, and deliver any further documents and to do such other acts as may be reasonably necessary to effect the release of the Security Interest in the Trademark Collateral contemplated hereby.

IN WITNESS WHEREOF, the undersigned has executed this Termination and Release of Security Interest in Trademarks by its duly authorized officer as of the date first above written.


GENERAL ELECTRIC CAPITAL  
CORPORATION  
as Agent

By: Garrett Hall  
Name: Garrett Hall

ACKNOWLEDGMENT OF AGENT

State of New York )  
County of New York ) ss.

On this 21<sup>st</sup> day of May 2009, before me personally appeared Garrett Hall, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of GENERAL ELECTRIC CAPITAL CORPORATION, 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.

  
\_\_\_\_\_  
Notary Public

**CYNTHIA JOHNSON**  
Notary Public, State of New York  
No. 01JO6156114  
Qualified in Suffolk County  
Commission Expires November 27, 2010

EXHIBIT 1  
TO THE TERMINATION AND RELEASE  
OF SECURITY INTEREST IN TRADEMARKS

1. REGISTERED U.S. TRADEMARKS

<u>Mark</u>	<u>Serial Number</u>	<u>Reg. Number</u>	<u>Reg. Date</u>
RASH & ASSOCIATES	76/435,142	2,771,183	10/7/2003