

# 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
CONNING & COMPANY		12/04/2009	CORPORATION: CONNECTICUT
CONNING, INC.		12/04/2009	CORPORATION: MISSOURI
CONNING HOLDINGS CORP.		12/04/2009	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	SUNTRUST BANK, as the Lender
Street Address:	303 Peachtree Street
Internal Address:	Mail Code 1981, 23rd Floor
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	CORPORATION: GEORGIA

## PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	3016821	CONNING
Registration Number:	2946309	FIRM
Registration Number:	3599425	A BROADER VIEW. A SHARPER FOCUS.
Serial Number:	77096453	AFFIRM
Serial Number:	77096459	AFFIRM
Serial Number:	77096462	AFFIRM
Serial Number:	77096468	AFFIRM

## CORRESPONDENCE DATA

Fax Number: (404)815-2424

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

Phone: 404-815-2231

Email: carolfraser@paulhastings.com

**TRADEMARK**

**900149304**

**REEL: 004109 FRAME: 0146**

CH \$190.00 3016821

Correspondent Name: Carol Fraser, Corporate Paralegal  
Address Line 1: 600 Peachtree Street, N.E., Suite 2400  
Address Line 2: Paul Hasting Janofsky & Walker LLP  
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:

Carol Fraser

Signature:

//Carol Fraser//

Date:

12/07/2009

Total Attachments: 6

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of this 4th day of December, 2009, among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and SUNTRUST BANK (the "Lender").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement, dated as of December 4, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among CONNING & COMPANY, a Connecticut corporation ("C&C") and CONNING, INC., a Missouri corporation ("CI"; C&C and CI are referred to herein each individually as a "Borrower" and, collectively, as the "Borrowers"), CONNING HOLDINGS CORP., a Delaware corporation ("Holdings"), and SUNTRUST BANK, as the Lender, the Lender is willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lender is willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to the Lender that certain Security Agreement, dated as of December 4, 2009 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to the Lender this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to the Lender a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

(a) all of its Trademarks, including those referred to on Schedule I hereto, and Trademark Intellectual Property Licenses to which it is a party;

(b) all goodwill, trade secrets, proprietary or confidential information, technical information, procedures, formulae, quality control standards, designs, operating and training manuals, customer lists, and other General Intangibles with respect to the foregoing;

(c) all renewals of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(e) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

Notwithstanding the foregoing, in no event shall Trademark Collateral include any intent-to-use United States trademark application for which an amendment to allege use or statement of use has not been filed and accepted by the United States Patent and Trademark Office (provided that each such intent-to-use application shall be considered Collateral immediately and automatically upon such filing and acceptance).

3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to the Lender whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Lender pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to the Lender with respect to any such new trademarks or renewal or extension of any trademark registration on or before the next Monthly Update Date following acquisition thereof. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize the Lender unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from the Lender's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party

against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or other electronic transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[remainder of page left blank intentionally]

IN WITNESS WHEREOF, each 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.

**GRANTORS:**

**CONNING & COMPANY,**  
a Connecticut corporation

By: Glenn Heiser  
Name: Glenn Heiser  
Title: Managing Director & Chief Operating Officer

**CONNING, INC.,**  
a Missouri corporation

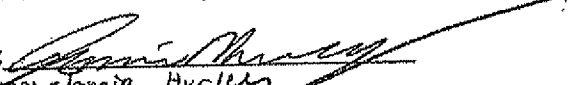
By: Glenn Heiser  
Name: Glenn Heiser  
Title: Managing Director & Chief Operating Officer

**CONNING HOLDINGS CORP.,**  
a Delaware corporation

By: Glenn Heiser  
Name: Glenn Heiser  
Title: Managing Director & Chief Operating Officer

TRADEMARK SECURITY AGREEMENT

ACCEPTED AND ACKNOWLEDGED      SUNTRUST BANK, as the Lender  
BY:

By:   
Name: Jamie Hurley  
Title: Vice President

TRADEMARK SECURITY AGREEMENT

TRADEMARK  
REEL: 004109 FRAME: 0152

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

Trademark Registrations/Applications

Grantor	Country	Mark	Application/ Registration No.	App/Reg Date
Conning & Company	United States	CONNING	3016821	11/22/2005
Conning Asset Management Company (n/k/a Conning, Inc.)	United States	FIRM	2946309	05/03/2005
Conning & Company	Iceland	"A BROADER VIEW. A SHARPER FOCUS."	681	06/27/2008
Conning & Company	Liechtenstein	"A BROADER VIEW. A SHARPER FOCUS."	14857	06/26/2008
Conning & Company	EU	"A BROADER VIEW. A SHARPER FOCUS."	006776785	12/16/2008
Conning & Company	United States	"A BROADER VIEW. A SHARPER FOCUS."	3,599,425	03/31/2009
Conning Asset Management Company (n/k/a Conning, Inc.)	United States	AFFIRM	77/096453	02/01/2007
Conning Asset Management Company (n/k/a Conning, Inc.)	United States	AFFIRM	77/096459	02/01/2007
Conning Asset Management Company (n/k/a Conning, Inc.)	United States	AFFIRM	77/096462	02/01/2007
Conning Asset Management Company (n/k/a Conning, Inc.)	United States	AFFIRM	77/096468	02/01/2007