TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Munder Capital Management		03/23/2010	PARTNERSHIP:

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch
Street Address:	One Madison Avenue
Internal Address:	Attn: Agency Manager
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	CORPORATION: SWITZERLAND

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	2387387	MUNDER
Registration Number:	2382741	MUNDER CAPITAL MANAGEMENT
Serial Number:	77499607	MUNDER CAPITAL MANAGEMENT
Registration Number:	2387386	THE MUNDER FUNDS

OP $115.00 2387387

CORRESPONDENCE DATA

Fax Number: (800)494-7512
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 2023704761
Email: ecallahan@nationalcorp.com
Correspondent Name: Elspeth Callahan
Address Line 1: 1100 G St NW Suite 420
Address Line 2: National Corporate Research
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	F125763

NAME OF SUBMITTER:	Christine Steenman
Signature:	/Christine Steenman/
Date:	03/29/2010

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of March 23, 2010 (this "Agreement"), is made by MUNDER CAPITAL MANAGEMENT, a Delaware general partnership (the "Grantor"), in favor of CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH, as the administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of March 23, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Munder Capital Management, a Delaware general partnership (the "Borrower"), Munder Capital Holdings, LLC, a Delaware limited liability company ("Holdings"), Munder Capital Holdings II, LLC, a Delaware limited liability company ("Holdings II" and, together with Holdings, the "Parents"), the various financial institutions from time to time party thereto as lenders (the "Lenders"), the Administrative Agent and Credit Suisse Securities (USA) LLC, as the Lead Arranger and Sole Book Runner, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement in favor of the Administrative Agent, dated as of March 23, 2010 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement; and

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

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. Grant of Security Interest. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of Grantor's right, title and interest in and to the following

property, whether now or hereafter existing or acquired by the Grantor (the "Trademark Collateral"):

(a) (i) all of its Trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, including those referred to in Item A of Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or filed, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");

(b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in Item B of Schedule I hereto;

(c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);

(d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and

(e) all Proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office. The security interest granted hereby has been granted in furtherance of, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Administrative Agent will, at the Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent

TRADEMARK
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hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

* * * * *

TRADEMARK
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IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

MUNDER CAPITAL MANAGEMENT

By: _____
Name: Peter K. Hoglund
Title: Managing Director and
Chief Financial Officer

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Administrative Agent

By: _____
Name:
Title:

By: _____
Name:
Title:

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

MUNDER CAPITAL MANAGEMENT

By: _____
Name:
Title:

CREDIT SUISSE AG, CAYMAN ISLANDS BRANCH,
as Administrative Agent

By: _____
Name: MIKHAIL FAYBUSOVICH
Title: VICE PRESIDENT

By: _____
Name:
Title: CHRISTOPHER REO DAY
ASSOCIATE

SCHEDULE I
to Trademark Security Agreement

Item A. Trademarks

Registered Trademarks

Trademark	Jurisdiction	Application No.	Reg. No	Reg. Date
Munder	United States of America		2387387	19-Sep-2000
MUNDER CAPITAL MANAGEMENT	United States of America	75/694424	2382741	05-Sep-2000
MUNDER CAPITAL MANAGEMENT LOGO	United States of America	77/499607	Pending	16-Jun-2008
THE MUNDER FUNDS	United States of America	75/694424	2387386	19-Sep-2000

Pending Trademark Applications

None.

Trademark Applications in Preparation

None.

Item B. Trademark Licenses

1. Combined Investment Advisory Agreement between The Munder Funds and Munder Capital Management dated June 13, 2003, as amended

2. Agreement by Munder Capital Management dated May 26, 2004 allowing Standard Insurance Company to use the Munder logo and name

3. Agreement by Munder Capital Management dated April 12, 2005 allowing Prudential Retirement to use the Munder logo and name

4. Purchase and Separation Agreement between Lee Munder, LPM Investment Services, Inc., Munder Capital Management, Comerica Bank, WAM Holdings, Inc., WAM Holdings II, Inc., Munder Group, LLC and Old MCM, Inc. dated March 23, 2000

5. Consent to Federal Trademark Registration Agreement between Lee Munder Investments Ltd. and Munder Capital Management dated February 1, 2001

6. Settlement Agreement between Munder Brothers Mortgage, LLC, Munder Brothers, LLC, Munder Brothers Development, LLC, Ryan Munder, Adam Munder and Munder Capital Management dated January 28, 2004