

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
AST-Altman Group, LLC		03/04/2011	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Deutsche Bank Trust Company Americas, as Senior Security Trustee and Mezzanine Security Trustee		
<b>Street Address:</b>	60 Wall Street		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10005		
<b>Entity Type:</b>	Banking Corporation: NEW YORK		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3212251	INVESTORCONNECT	
<b>Registration Number:</b>	2982958	TELEPROXY	
<b>Registration Number:</b>	2980865	BRIDGING THE GAP BETWEEN MUTUAL FUNDS AND THEIR INVESTORS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)751-4864		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212-906-1200		
<b>Email:</b>	angela.amaru@lw.com		
<b>Correspondent Name:</b>	Angela M. Amaru c/o Latham & Watkins		
<b>Address Line 1:</b>	885 Third Avenue		
<b>Address Line 2:</b>	Suite 1000		
<b>Address Line 4:</b>	New York, NEW YORK 10022		
<b>ATTORNEY DOCKET NUMBER:</b>	022411-0900		

**CH \$90.00 3212251**

**900186640**

**TRADEMARK  
 REEL: 004499 FRAME: 0262**

NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	03/17/2011
<b>Total Attachments: 7</b> source=Altman TSA#page1.tif source=Altman TSA#page2.tif source=Altman TSA#page3.tif source=Altman TSA#page4.tif source=Altman TSA#page5.tif source=Altman TSA#page6.tif source=Altman TSA#page7.tif	

## TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "**Agreement**"), dated as of March 4, 2011, is between AST-ALTMAN GROUP, LLC, a Delaware limited liability company, located at 62-01 15th Avenue, Brooklyn, NY 11219 (the "**Assignor**"), and DEUTSCHE BANK TRUST COMPANY AMERICAS, a New York State banking corporation located at 60 Wall Street, New York, NY 10005, as Senior Security Trustee for the Senior Secured Parties (in such capacity, the "**Senior Security Trustee**") and as Mezzanine Security Trustee for the Mezzanine Secured Parties (in such capacity, the "**Mezzanine Security Trustee**".) Each of the Senior Security Trustee, together with its successors and permitted assigns, and the Mezzanine Security Trustee, together with its successors and permitted assigns are sometimes referred to herein, individually, as a "Security Trustee" and, collectively, as the "Security Trustees".

**WHEREAS**, reference is made to (i) that certain Syndicated Senior Facility Agreement, dated as of May 27, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "**Senior Facility Agreement**"), by and among Newco, as Borrower, Holdco, as an Original Guarantor, the lenders party thereto as "Financiers" (as defined thereunder) from time to time (the "**Senior Debt Lenders**"), Goldman Sachs JBWere Pty Limited, as Mandated Lead Arranger and Bookrunner, Goldman Sachs Credit Partners L.P., as Underwriter, National Australia Bank Limited, as Mandated Lead Arranger, Underwriter and Bookrunner, National Australia Bank Limited, as Senior Facility Agent (the "**Senior Facility Agent**"), and the Senior Security Trustee; (ii) that certain AST Facility Agreement, dated as of May 27, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "**AST Facility Agreement**"), by and among American Stock Transfer & Trust Company ("**AST**"), as Borrower, the lenders party thereto as "Financiers" (as defined thereunder) from time to time (the "**AST Debt Lenders**"), Goldman Sachs JBWere Pty Limited, as Mandated Lead Arranger and Bookrunner, Goldman Sachs Credit Partners L.P., as Underwriter, National Australia Bank Limited, as Mandated Lead Arranger, Underwriter and Bookrunner, National Australia Bank Limited, as AST Facility Agent (the "**AST Facility Agent**"), and the AST Security Trustee, and (iii) that certain Mezzanine Note Facility Agreement, dated as of May 27, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "**Mezzanine Note Facility Agreement**"), by and among Newco, Holdco, the lenders party thereto as "Financiers" (as defined thereunder) from time to time (the "**Mezzanine Lenders**"), Goldman Sachs Credit Partners L.P., as Mezzanine Facility Agent (the "**Mezzanine Facility Agent**") and the Mezzanine Security Trustee;

**WHEREAS**, in consideration of (i) the extensions of credit and other accommodations of the Senior Debt Lenders as set forth in the Senior Facility Agreement (ii) the extensions of credit and other accommodations of the AST Debt Lenders as set forth in the AST Facility Agreement and (iii) the extensions of credit and other accommodations of the Mezzanine Lenders as set forth in the Mezzanine Note Facility Agreement, the Assignor has agreed to secure the Secured Obligations; and

**WHEREAS** pursuant to the Pledge and Security Agreement, dated as of May 27, 2008 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"), between the Security Trustees and the other parties thereto, each grantor party thereunder, granted to each Security Trustee a security interest and continuing lien on all of such grantor's right, title and interest in, to and under all Collateral (as defined in the Security Agreement), including the Trademark Collateral (as defined below), in each case whether now owned or existing or hereafter acquired or arising and wherever located, to secure the prompt and

complete payment and performance in full when due of the Senior Secured Obligations and Mezzanine Secured Obligations, respectively;

WHEREAS, pursuant to a Pledge and Security Agreement and Joinder Agreement, dated the date hereof, the Assignor confirmed and granted to each Security Trustee, for the ratable benefit of the Senior Secured Parties and Mezzanine Secured Parties, respectively, a security interest and continuing lien on all of the Assignor's right, title and interest in, to and under the Collateral to secure the Secured Senior Obligations and the Mezzanine Secured Obligations.

WHEREAS pursuant to the Security Agreement, the Assignor is required to execute and deliver this Agreement.

NOW, THEREFOR, in consideration of the premises and the agreements, provisions and covenants herein contained, Assignor and the Security Trustees agree as follows:

***Section 1. Defined Terms***

Unless otherwise defined herein, capitalized terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement. The rules of interpretation specified in Section 1.2 of the Security Agreement also apply to this Agreement.

***Section 2. Grant of Security Interest in Trademarks***

Each Assignor hereby grants to (i) the Senior Security Trustee, for the ratable benefit of the Senior Secured Parties, a security interest in and continuing lien on all of the Assignor's right, title and interest in, to and under the Trademark Collateral (as defined below) to secure the Senior Secured Obligations in each case whether now existing or hereafter acquired or arising and wherever the same may be located and (ii) the Mezzanine Security Trustee, for the ratable benefit of the Mezzanine Secured Parties, a security interest in and continuing lien on all of the Assignor's right, title and interest in to and under the Trademark Collateral (as defined below) to secure the Mezzanine Secured Obligations in each case whether now existing or hereafter acquired or arising and wherever the same may be located. The Trademark Collateral is defined as any and all of the following:

- (a) All United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers, designs and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications referred to in Schedule I hereto, (ii) all extensions or renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.
- (b) To the extent not otherwise included above, all proceeds, products, accessions, rents and profits of or in respect of any of the foregoing.

- (c) Notwithstanding any other provision in this Section 2, the security interest granted hereunder shall not attach to and the Trademark Collateral shall not include any trademark or service mark application filed in the United States Patent and Trademark Office on the basis of the applicants' intent to use such mark prior to the filing of a "Statement of Use" or "Amendment to Allege Use" with respect thereto, to the extent, if any, that, and solely during the period, if any, in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use application under applicable federal law.

***Section 3. Security for Obligations***

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment and performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. §362(a) (and any successor provision thereof)), of the Senior Secured Obligations and the Mezzanine Secured Obligations.

***Section 4. Security Agreement***

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Security Trustees pursuant to the Security Agreement and the Assignor hereby acknowledges and affirms that the rights and remedies of the 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. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall govern.


***Section 5. Choice of Law***

**THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND ALL CLAIMS AND CONTROVERSIES ARISING OUT OF THE SUBJECT MATTER HEREOF WHETHER SOUNDING IN CONTRACT LAW, TORT LAW OR OTHERWISE SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAW PROVISIONS THAT WOULD RESULT IN THE APPLICATION OF ANY OTHER LAW (OTHER THAN ANY MANDATORY PROVISIONS OF THE UCC RELATING TO THE LAW GOVERNING PERFECTION AND THE EFFECT OF PERFECTION OF THE SECURITY INTEREST).**

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Assignor and the Security Trustees have caused this TRADEMARK SECURITY AGREEMENT to be duly executed and delivered by their respective duly authorized officers as of the date first written above.

AST-Altman Group, LLC, *Assignor*

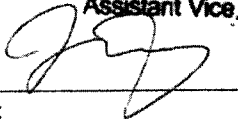
By:   
Name: DAVID H. BRILL  
Title: GENERAL COUNSEL & SECRETARY

ACKNOWLEDGED  
as of the date first above written:

DEUTSCHE BANK TRUST COMPANY AMERICAS,  
*as Senior Security Trustee and Mezzanine Security Trustee*

By: 

Name:  
Title: **Yana Kisienko**  
**Assistant Vice President**

By: 

Name:  
Title: **Li Jiang**  
**Associate**

[Signature Page to Trademark Security Agreement]

**TRADEMARK**  
**REEL: 004499 FRAME: 0268**

ACKNOWLEDGEMENT OF ASSIGNOR

STATE OF \_\_\_\_\_ )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 20\_\_ before me personally appeared \_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of AST-Altman Group, LLC, who being by me duly sworn did depose and say that he/she 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



**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**

A. TRADEMARK REGISTRATIONS

<u>COUNTRY</u>	<u>MARK</u>	<u>Registration No.</u>	<u>Date Registered</u>
USA	INVESTOR CONNECT	3,212,251	Feb. 27, 2007
USA	TELEPROXY	2,982,958	August 9, 2005
USA	BRIDGING THE GAP BETWEEN MUTUAL FUNDS AND THEIR INVESTORS	2,980,865	August 5, 2005

B. TRADEMARK APPLICATIONS

None.