

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
Keeley Asset Management Corp.		05/24/2011	CORPORATION: ILLINOIS
RECEIVING PARTY DATA			
Name:	Fifth Third Bank, as Agent		
Street Address:	38 Fountain Square Plaza		
City:	Cincinnati		
State/Country:	OHIO		
Postal Code:	45263		
Entity Type:	Banking Corporation: OHIO		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Serial Number:	77259741	KAMCO	
Serial Number:	77259067	KAMCO	
Serial Number:	77259215	KEELEY FUNDS	
Serial Number:	77259221	KEELEY FUNDS	
Serial Number:	77259135	KEELEY INVESTMENT CORP	
Serial Number:	77259069	KEELEY INVESTMENT CORP.	
Serial Number:	77259155	KEELEY ASSET MANAGEMENT CORP	
Serial Number:	77239678	INVESTING IN CHANGE	
Serial Number:	77239693		
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		

900192742

TRADEMARK
 REEL: 004547 FRAME: 0631

CH \$240.00 77259741

Address Line 1:	111 West Monroe Street
Address Line 2:	Chapman and Cutler LLP
Address Line 4:	Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1957398
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NAME OF SUBMITTER:	Richard Kalwa
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Signature:	/richard kalwa/
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Date:	05/25/2011
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Total Attachments: 5
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TRADEMARK COLLATERAL AGREEMENT

This 24th day of May, 2011, KEELEY ASSET MANAGEMENT CORP., an Illinois corporation ("*Debtor*") and a wholly-owned subsidiary of KEELEY HOLDINGS, INC. ("*Borrower*"), with its principal place of business and mailing address at 401 S. LaSalle Street, Suite 1201, Chicago, Illinois 60605, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants to Fifth Third Bank, an Ohio banking corporation ("*Fifth Third*"), with its mailing address at 38 Fountain Square Plaza, Cincinnati, Ohio 45263, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Fifth Third acting as such administrative agent and any successor(s) or assign(s) to Fifth Third acting in such capacity being hereinafter referred to as the "*Agent*"), for the benefit of the Secured Creditors a lien on and security interest in, and right of set-off against, and acknowledges and agrees that the Agent has and shall continue to have for the benefit of the Secured Creditors a continuing lien on and security interest in, and right of set-off against, all right, title, and interest of Debtor, whether now owned or existing or hereafter created, acquired, or arising, in and to the following property, subject in all respects to the exclusions and limitations set forth in Section 2(b) of the Security Agreement (as hereinafter defined):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations as set out in that certain Security Agreement bearing even date herewith among Debtor, Borrower, Agent and the other debtors party thereto, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*"). All capitalized terms used herein without definition have the meanings given to such terms in the Security Agreement.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of

Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the grant of security interest in the trademarks, trademark registrations, and trademark applications made and granted hereby 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.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

KEELEY ASSET MANAGEMENT CORP., as Debtor

By 

Name Robert M. Kurinsky

Title Secretary and Treasurer

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, as Agent

By _____

Name _____

Title _____

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

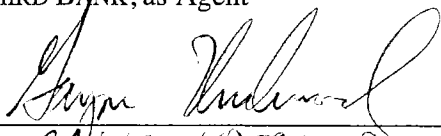
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

KEELEY ASSET MANAGEMENT CORP., as Debtor

By _____
Name _____
Title _____

Accepted and agreed to as of the date and year last above written.

FIFTH THIRD BANK, as Agent

By  _____
Name GAYNE UNDERWOOD
Title VICE PRESIDENT

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

TRADEMARK
REEL: 004547 FRAME: 0636

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

TRADEMARK	SERIAL. NO.	FILING DATE
KAMCO	77/259741	8/20/2007
KAMCO	77/259067	8/20/2007
KEELEY FUNDS	77/259215	8/20/2007
KEELEY FUNDS	77/259221	8/20/2007
KEELEY INVESTMENT CORP	77/259135	8/20/2007
KEELEY INVESTMENT CORP	77/259069	8/20/2007
KEELEY ASSET MANAGEMENT CORP	77/259155	8/20/2007
KEELEY FUNDS	77/684458	3/5/2009
THE DISCIPLINED DISCOVERY OF VALUE	77/969105	3/26/2010