

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		First Lien Trademark Security Agreement	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
AST-Altman Group, LLC		05/27/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Deutsche Bank Trust Company Americas, as Senior Security Trustee		
Street Address:	60 Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10005		
Entity Type:	Banking Corporation: NEW YORK		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	2980865	BRIDGING THE GAP BETWEEN MUTUAL FUNDS AND THEIR INVESTORS	
Registration Number:	3212251	INVESTORCONNECT	
Registration Number:	2982958	TELEPROXY	
CORRESPONDENCE DATA			
Fax Number:	(212)751-4864		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-906-1200		
Email:	angela.amaru@lw.com		
Correspondent Name:	Angela M. Amaru c/o Latham & Watkins		
Address Line 1:	885 Third Avenue		
Address Line 2:	Suite 1000		
Address Line 4:	New York, NEW YORK 10022		
ATTORNEY DOCKET NUMBER:	022411-0900		

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TRADEMARK
 REEL: 004551 FRAME: 0172

NAME OF SUBMITTER:	Angela M. Amaru
Signature:	/s/ Angela M. Amaru
Date:	05/31/2011
Total Attachments: 6 source=AST First lien TSA#page1.tif source=AST First lien TSA#page2.tif source=AST First lien TSA#page3.tif source=AST First lien TSA#page4.tif source=AST First lien TSA#page5.tif source=AST First lien TSA#page6.tif	

FIRST LIEN TRADEMARK SECURITY AGREEMENT

This **FIRST LIEN TRADEMARK SECURITY AGREEMENT** (this “**Agreement**”), dated as of May 27, 2011, is between AST-ALTMAN GROUP, LLC, a Delaware limited liability company, located at One Grand Central Place, 60 East 42nd Street, Room 416, New York, NY 10165 (the “**Assignor**”), and Deutsche Bank Trust Company Americas, 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 as Senior Security Trustee, together with its successors and permitted assigns, “**Assignee**”).

WHEREAS, reference is made to (i) that certain Syndicated Senior Facility Agreement, dated as of May 27, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “**Senior Facility Agreement**”), by and among Borrower, as Borrower, Holdco, AST Brokerage Solutions LLC, LINK, Altman, CST Holdings, CST, Canada LP and LSS as Original Guarantors, the lenders party thereto as “**Financiers**” (as defined thereunder) from time to time (the “**Senior Financiers**”), 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, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “**AST Facility Agreement**”), by and among American Stock Transfer & Trust Company, LLC (“**AST**”), as Borrower, the lenders party thereto as “**Financiers**” (as defined thereunder) from time to time (the “**AST Financiers**”), National Australia Bank Limited, as AST Facility Agent (the “**AST Facility Agent**”), and the AST Security Trustee, (iii) that certain Senior Mezzanine Facility Agreement, dated as of May 27, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “**Senior Mezzanine Facility Agreement**”), by and among Borrower, Holdco, AST Brokerage Solutions LLC, LINK, Altman, CST Holdings, CST, Canada LP, LSS the lenders party thereto as “**Financiers**” (as defined thereunder) from time to time (the “**Senior Mezzanine Financiers**”), National Australia Bank Limited, as Senior Mezzanine Facility Agent (the “**Senior Mezzanine Facility Agent**”) and the Senior Mezzanine Security Trustee and (iv) that certain Junior Mezzanine Facility Agreement, dated as of May 27, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “**Junior Mezzanine Facility Agreement**”), by and among Borrower, Holdco, AST Brokerage Solutions LLC, LINK, Altman, CST Holdings, CST, Canada LP, LSS, the lenders party thereto as “**Financiers**” (as defined thereunder) from time to time (the “**Junior Mezzanine Financiers**”), National Australia Bank Limited, as Junior Mezzanine Facility Agent (the “**Junior Mezzanine Facility Agent**”) and the Junior Mezzanine Security Trustee;

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

WHEREAS pursuant to the Pledge and Security Agreement, dated as of May 27, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), between the Assignor, among other grantors, and the Assignee, among others, the Assignor and each other grantor granted to the Assignee for the ratable benefit of the Senior Secured Parties a security interest in and continuing lien on all of the Assignor’s and such grantor’s (as applicable) 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 (as defined in the Security Agreement); and

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

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Assignor hereby agrees with the Assignee 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

The Assignor hereby grants to the Assignee for the ratable benefit of the Senior Secured Parties, a first priority security interest in and continuing lien on all of the Assignor's right, title and interest in, to and under the following, in each case whether owned or existing or hereafter acquired or arising and wherever located (collectively, the "**Trademark Collateral**") as security for the payment or performance, as the case may be, in full of the Senior Secured Obligations with respect to the Assignor:

- (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 under the Security Agreement and this Agreement 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

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.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Assignee pursuant to the Security Agreement, and the Assignor hereby acknowledges and affirms that the rights and remedies of the Assignee 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 has caused this First Lien Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first written above.

AST-ALTMAN GROUP, LLC

By: Armor Holding II LLC, its sole member

By: 

Name: Cameron R. Blanks
Title: Vice President

Signature Page to First Lien Trademark Security Agreement

TRADEMARK
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ACKNOWLEDGED
as of the date first above written:

DEUTSCHE BANK TRUST COMPANY AMERICAS,
as Senior Security Trustee

By: Deutsche Bank National Trust Company

By: Cynthia J. Powell
Name: **Cynthia J. Powell**
Title: **Vice President**

By: Wanda Camacho
Name: **Wanda Camacho**
Title: **Vice President**

Signature Page to First Lien Trademark Security Agreement

TRADEMARK
REEL: 004551 FRAME: 0178

Schedule I
to
First Lien Trademark Security Agreement

A. TRADEMARK REGISTRATIONS

Jurisdiction	Trademark	Registration Number	Registration Date
United States	BRIDGING THE GAP BETWEEN MUTUAL FUNDS AND THEIR INVESTORS	2,980,865	8/2/2005
United States	INVESTORCONNECT	3,212,251	2/27/2007
United States	TELEPROXY	2,982,958	8/9/2005

B. TRADEMARK APPLICATIONS

None