

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
The Citco Group Limited		06/29/2011	Company: CAYMAN ISLANDS
RECEIVING PARTY DATA			
Name:	UBS AG, Stamford Branch		
Street Address:	677 Washington Boulevard		
Internal Address:	6th Floor		
City:	Stamford		
State/Country:	CONNECTICUT		
Postal Code:	06901		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1729810	CITCO	
Registration Number:	1957001	CITCO	
Registration Number:	2861369	CITCO – MOVING FUND SERVICES FORWARD	
Registration Number:	3854179	THE BENEFITS OF FOCUS	
Registration Number:	3637646	MOVING FUND SERVICES FORWARD	
CORRESPONDENCE DATA			
Fax Number:	(212)299-5656		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	800-927-9801 x2348		
Email:	jpaterso@cscinfo.com		
Correspondent Name:	Corporation Service Co.- Tina Qualls		
Address Line 1:	1090 Vermont Avenue NW, Suite 430		
Address Line 4:	Washington, DISTRICT OF COLUMBIA 20005		
ATTORNEY DOCKET NUMBER:	830935-5		

CH \$140.00 1729810

900195827

TRADEMARK
 REEL: 004572 FRAME: 0162

NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	06/29/2011
<p>Total Attachments: 6</p> <p>source=6-27-11 Citco Group-TM#page1.tif</p> <p>source=6-27-11 Citco Group-TM#page2.tif</p> <p>source=6-27-11 Citco Group-TM#page3.tif</p> <p>source=6-27-11 Citco Group-TM#page4.tif</p> <p>source=6-27-11 Citco Group-TM#page5.tif</p> <p>source=6-27-11 Citco Group-TM#page6.tif</p>	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of June 29, 2011, is entered into by THE CITCO GROUP LIMITED (the "Grantor") in favor of UBS AG, STAMFORD BRANCH, in its capacity as Collateral Agent for the Secured Parties (together with any successors and assigns thereto in such capacity, the "Collateral Agent").

WHEREAS, the Grantor will enter into the term loan agreement, dated June 24, 2011, among, Citco III Limited (the "Parent"), Citco Funding LLC, as the borrower, the other guarantors party thereto from time to time, the lenders from time to time party thereto, the Collateral Agent as the Administrative Agent and the Collateral Agent, UBS Securities, LLC and Deutsche Bank Securities, Inc. as joint lead arrangers and joint book running managers and Deutsche Bank Securities, Inc. as syndication agent (including all amendments, supplements, novations and restatements thereto, the "Credit Agreement").

WHEREAS, it is a condition under the Credit Agreement that the Grantor and the Parent shall have executed and delivered that certain Debenture, dated as of June 24, 2011, in favor of the Collateral Agent (as it may be amended, amended and restated, supplemented or otherwise modified from time to time, the "Debenture");

WHEREAS, under the terms of the Debenture, the Grantor has granted a security interest in certain property, including, without limitation, certain intellectual property of the Grantor to the Collateral Agent for the ratable benefit of the Secured Parties, and has agreed as a condition thereof to execute this Agreement for recording with the United States Patent and Trademark Office;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby agrees with the Collateral Agent, for the ratable benefit of the Secured Parties, as follows:

SECTION 1. Defined Terms. Capitalized terms not otherwise defined herein have the meanings set forth in the Debenture.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby pledges, assigns and grants to the Collateral Agent, on behalf of and for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under all of the following, in each case, whether now owned by or owing to, or hereafter acquired by or arising in favor of the Grantor (including under any trade name or derivations thereof), to secure the prompt and complete payment or discharge of the Secured Obligations:

(i) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof, including those listed on Schedule I hereto, and the goodwill of the business symbolized by the foregoing ("Trademark Collateral"); (ii) all renewals of the foregoing; (iii) all rights corresponding to any of the foregoing throughout the world, provided, however, that the foregoing shall not include any trademark applications filed in the United States Patent and Trademark Office on the basis of the Grantor's "intent-to-use" such trademark, unless and until acceptable evidence of use of the trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), to the extent, if any, that, and during the period, if any, in which granting a lien in such trademark application prior to such filing would adversely affect the enforceability or validity of such trademark application or of any registration that issues therefrom; and (iv) all proceeds, products, rents

and profits of or from any and all of the foregoing Trademark Collateral and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Agreement, the term "proceeds" includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, licensed, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

SECTION 3. Debenture. The security interest granted hereby is granted in connection with the security interest granted to the Collateral Agent for the ratable benefit of the Secured Parties under the Debenture and is expressly subject to the terms and conditions thereof. The Debenture (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms. In the event of any conflict between the terms of this Agreement and the terms of the Debenture, the terms of the Debenture shall control.

SECTION 4. Recordation. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this Agreement.


SECTION 5. Applicable Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.


SECTION 6. Counterparts. This Agreement may be executed by one or more of the parties to this Agreement on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

THE CITCO GROUP LIMITED,

By: 
Name: Laurens Hickmann
Title: Director

By: 
Name: Robert A. Vages
Title: Director

[Signature Page to Short-Form Trademark Debenture]

UBS AG, STAMFORD BRANCH
as Collateral Agent

By:

Name:

Title:

Director
State Dept.
Washington, D.C.

Mr. R. Otsa
Associate Director
Banking Products
Services 115

[Signature Page to Short-Form Trademark Debenture]

**SCHEDULE I
to
TRADEMARK DEBENTURE**

TRADEMARK REGISTRATIONS AND APPLICATIONS

A. United States

<u>Title</u>	<u>Filing Date/Issued Date</u>	<u>Application/ Registration No.</u>
CITCO	October 17, 1990	1,729,810
CITCO	February 20, 1996	1,957,001
CITCO - MOVING FUND SERVICES FORWARD	August 22, 2002	2,861,369
THE BENEFITS OF FOCUS	November 13, 2007	3,854,179
MOVING FUND SERVICES FORWARD	April 21, 2008	3,637,646