

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
Neuberger Berman Group LLC		03/16/2012	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Administrative Agent
Street Address:	P.O. Box 2558
City:	Houston
State/Country:	TEXAS
Postal Code:	77252
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	1896476	NEUBERGER BERMAN
Registration Number:	3477772	CMAP
Registration Number:	2214154	CROSSROADS
Serial Number:	85204396	DYAL CAPITAL PARTNERS
Registration Number:	3205545	EARNING CLIENTS' TRUST THROUGH NEEDS ASSESSMENT
Registration Number:	4086178	INVESTABLE THINKING
Registration Number:	2815456	NB DELIVERE
Registration Number:	2815457	NEUBERGER BERMAN DELIVERE
Registration Number:	2651905	NEUBERGER BERMAN
Registration Number:	3083508	RELATIONSHIP BUILDER
Serial Number:	85317303	SERIOUS INVESTING. WORLDWIDE.
Registration Number:	3962421	THE CROSSROADS GROUP
Registration Number:	4070361	THIS IS NEUBERGER BERMAN

CH \$515.00 1896476

Registration Number:	4067054	UNWRAPPING THE BOX
Registration Number:	4067058	UNWRAPPING THE STYLE BOX
Serial Number:	85413270	LOAN DESK
Serial Number:	85519552	10TH BOX
Serial Number:	85519542	TENTH BOX
Registration Number:	4088034	SERIOUS INVESTING
Serial Number:	85501426	

CORRESPONDENCE DATA

Fax Number: 2124552502
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: (212) 455-7976
Email: ksolomon@stblaw.com
Correspondent Name: Mindy M. Lok, Esq.
Address Line 1: Simpson Thacher & Bartlett LLP
Address Line 2: 425 Lexington Avenue
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	509265/1665
NAME OF SUBMITTER:	Mindy M. Lok
Signature:	/mml/
Date:	04/24/2012

Total Attachments: 5
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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS (“Agreement”), effective as of March 16, 2012 is made by Neuberger Berman Group LLC , a Delaware limited liability company (the “Borrower”), in favor of JP Morgan Chase Bank, N.A., a national banking association, with an address at P.O. Box 2558, Houston, TX 77252, as Administrative Agent (the “Agent”) for the several banks and other financial institutions (the “Lenders”), parties to the Credit Agreement, dated as of March 16, 2012 (as amended, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Borrower, the Lenders and the Agent.

W I T N E S S E T H:

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make Loans and other extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Borrower has executed and delivered a Guarantee and Collateral Agreement, dated as of March 16, 2012, in favor of the Agent (as the same may be amended, supplemented or otherwise modified from time to time, the “Guarantee and Collateral Agreement”);

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Borrower pledged and granted to the Agent for the benefit of the Agent and the Lenders a security interest in all Intellectual Property, including the Trademark Collateral (as defined below); and

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

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Borrower pursuant to the Credit Agreement, the Borrower agrees, for the benefit of the Agent and the Lenders, 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 provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Grant of Security Interest. The Borrower hereby assigns and transfers to the Agent, and hereby grants to the Agent for the ratable benefit of the Agent and the Lenders, a security interest in, all of the following property (collectively, the “Trademark Collateral”) as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise of such Borrower’s Obligations:

(i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade dress, service marks, logos and other source or business identifiers, and all goodwill associated therewith, and all common-law rights related thereto, including, without limitation, any of the registrations of or applications for the foregoing in the United States Patent and Trademark Office listed in Schedule A, and the right to obtain all renewals thereof; and (ii) all rights to sue at law or in equity for any infringement or other impairment thereof, including the right to receive all proceeds and damages therefrom.

SECTION 3. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any "intent-to-use" application for registration of a Trademark filed pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, prior to the filing of a "Statement of Use" pursuant to Section 1(d) of the Lanham Act or an "Amendment to Allege Use" pursuant to Section 1(c) of the Lanham Act with respect thereto, solely 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 any registration that issues from such intent-to-use application under applicable federal law.

SECTION 4. Purpose. This Agreement has been executed and delivered by the Borrower for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the Guarantee and Collateral Agreement and is expressly subject to the terms and conditions thereof. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 5. Acknowledgment. The Borrower does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Collateral granted hereby are more fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 6. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

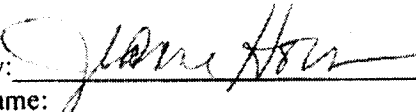
NEUBERGER BERMAN GROUP LLC

By: William A. Arnold
Name: William Arnold
Title: Chief Financial Officer

[Signature Page – Trademark Security Agreement]

TRADEMARK
REEL: 004763 FRAME: 0556

JPMORGAN CHASE BANK, N.A.
as Administrative Agent for the Lenders

By: 
Name: _____
Title:

Jeanne Horn
Executive Director

[Signature Page – Trademark Security Agreement]

TRADEMARK
REEL: 004763 FRAME: 0557

SCHEDULE A
U.S. Trademark Registrations and Applications

Owner	Trademark	Trademark App/Reg No.
Neuberger Berman Group LLC	NEUBERGER BERMAN	1,896,476
Neuberger Berman Group LLC	CMAP	3,477,772
Neuberger Berman Group LLC	CROSSROADS	2,214,154
Neuberger Berman Group LLC	DYAL CAPITAL PARTNERS	85/204,396
Neuberger Berman Group LLC	EARNING CLIENTS' TRUST THROUGH NEEDS ASSESSMENT	3,205,545
Neuberger Berman Group LLC	INVESTABLE THINKING	4,086,178
Neuberger Berman Group LLC	NB DELIVERE	2,815,456
Neuberger Berman Group LLC	NEUBERGER BERMAN DELIVERE	2,815,457
Neuberger Berman Group LLC	NEUBERGER BERMAN AND DESIGN	2,651,905
Neuberger Berman Group LLC	RELATIONSHIP BUILDER	3,083,508
Neuberger Berman Group LLC	SERIOUS INVESTING. WORLDWIDE.	85/317,303
Neuberger Berman Group LLC	THE CROSSROADS GROUP	3,962,421
Neuberger Berman Group LLC	THIS IS NEUBERGER BERMAN	4,070,361
Neuberger Berman Group LLC	UNWRAPPING THE BOX	4,067,054
Neuberger Berman Group LLC	UNWRAPPING THE STYLE BOX	4,067,058
Neuberger Berman Group LLC	LOAN DESK	85/413,270
Neuberger Berman Group LLC	10TH BOX	85/519,552
Neuberger Berman Group LLC	TENTH BOX	85/519,542
Neuberger Berman Group LLC	SERIOUS INVESTING	4,088,034
Neuberger Berman Group LLC	DESIGN ONLY	85/501,426