

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Security Investors, LLC		07/22/2013	LIMITED LIABILITY COMPANY: KANSAS
Rydex Holdings, LLC		07/22/2013	LIMITED LIABILITY COMPANY: KANSAS
Rydex Fund Services, LLC		07/22/2013	LIMITED LIABILITY COMPANY: KANSAS

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A., the Administrative Agent
<b>Street Address:</b>	101 N. Tryon St.
<b>Internal Address:</b>	Mail Code NC1-001-05-45
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28255-0001
<b>Entity Type:</b>	National Association: UNITED STATES

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	3934714	SECURITY GLOBAL INVESTORS
Registration Number:	3887098	SGI SECURITY GLOBAL INVESTORS
Registration Number:	3391786	CURRENCYSHARES
Registration Number:	3221452	DYNAMIC ADVANTAGE PROGRAM
Registration Number:	3177994	ESSENTIAL FRONTIER
Registration Number:	3234385	ESSENTIAL PORTFOLIO THEORY
Registration Number:	3595599	ETF ESSENTIALS
Registration Number:	3327388	RYDEX EXPRESSSHARES
Registration Number:	3331463	EXCEPTIONAL ATTENTION. WITHOUT EXCEPTION
Registration Number:	2036822	RYDEX

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Registration Number:	3907521	RYDEXSHARES
Registration Number:	4105523	THE INTELLIGENT PURSUIT OF WEALTH
Registration Number:	3357445	TRAINING ESSENTIALS

**CORRESPONDENCE DATA**

Fax Number: 3026365454  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Phone: 800-927-9801 x 62348  
 Email: jpaterso@cscinfo.com  
 Correspondent Name: Corporation Service Company  
 Address Line 1: 1090 Vermont Avenue NW, Suite 430  
 Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	734295
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	07/22/2013

Total Attachments: 7  
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**Trademark Security Agreement**

**Trademark Security Agreement**, dated as of July 22, 2013, by SECURITY INVESTORS, LLC, RYDEX HOLDINGS, LLC and RYDEX FUND SERVICES, LLC (each a “Pledgor” and together the “Pledgors”), in favor of BANK OF AMERICA, N.A., in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Pledgors are parties to a Security Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the “Security Agreement”) in favor of the Administrative Agent pursuant to which each Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Administrative Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, each Pledgor hereby agrees with the Administrative Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. Each Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademark registrations and applications of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent pursuant to the Security Agreement and each Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks 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 that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. [Reserved].

SECTION 5. Termination. Upon the payment in full of the Secured Obligations (other than contingent reimbursement obligations), the Administrative Agent shall execute, acknowledge, and deliver to such Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, Lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party here-  
to may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 7. Governing Law. This Trademark Security Agreement and the transac-  
tions contemplated hereby, and all disputes between the parties under or relating to this Trademark Secu-  
rity Agreement or the facts or circumstances leading to its execution, whether in contract, tort or other-  
wise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of  
the State of New York, without regard to conflicts of law principles that would require the application of  
the laws of another jurisdiction.

[signature page follows]

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

SECURITY INVESTORS, LLC, Pledgor

By: WRH  
Name: William Hagner  
Title: Authorized Signatory

RYDEX FUND SERVICES, LLC, Pledgor

By: WRH  
Name: William Hagner  
Title: Authorized Signatory


RYDEX HOLDINGS, LLC, Pledgor

By: WRH  
Name: William Hagner  
Title: Authorized Signatory

[Trademark Security Agreement]

Accepted and Agreed:

BANK OF AMERICA, N.A.,  
as Administrative Agent

By: 

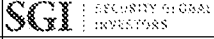

Name:  
Title: Samuel Baruch  
Director

{Trademark Security Agreement}

**TRADEMARK**  
**REEL: 005075 FRAME: 0841**

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**UNITED STATES TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

OWNER	REGISTRATION NUMBER	TRADEMARK
Security Investors, LLC	3,934,714	SECURITY GLOBAL INVESTORS
Security Investors, LLC	3,887,098	SGI I SECURITY GLOBAL INVESTORS 
Rydex Holdings, LLC	3,391,786	CURRENCYSHARES
Rydex Holdings, LLC (Successor-in-interest to Investment Capital Technologies, LLC)	3,221,452	DYNAMIC ADVANTAGE PROGRAM
Rydex Holdings, LLC (Successor-in-interest to Investment Capital Technologies, LLC)	3,177,994	ESSENTIAL FRONTIER
Rydex Holdings, LLC (Successor-in-interest to Investment Capital Technologies, LLC)	3,234,385	ESSENTIAL PORTFOLIO THEORY 
Security Investors, LLC (Successor-in-interest to Rydex Advisors II, LLC)	3,595,599	ETF ESSENTIALS
Security Investors, LLC (Successor-in-interest to Rydex Advisors II, LLC)	3,327,388	RYDEX EXPRESSSHARES
Rydex Fund Services, LLC	3,331,463	EXCEPTIONAL ATTENTION. WITHOUT EXCEPTION. 
Rydex Holdings, LLC (Successor-in-interest to Investment Capital Technologies, LLC)	2,036,822	RYDEX

OWNER	REGISTRATION NUMBER	TRADEMARK
Security Investors, LLC (Successor-in-interest to Rydex Advisors II, LLC)	3,907,521	RYDEXSHARES
Rydex Holdings, LLC	4,105,523	THE INTELLIGENT PURSUIT OF WEALTH
Security Investors, LLC (Successor-in-interest to Rydex Advisors II, LLC)	3,357,445	TRAINING ESSENTIALS

**Trademark Applications:**

OWNER	APPLICATION NUMBER	TRADEMARK