

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Centurion Capital Group Inc.		08/30/2013	CORPORATION: ARIZONA
Altegris Services, L.L.C.		08/30/2013	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CREDIT SUISSE AG, as Collateral Agent		
Street Address:	11 Madison Avenue		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	10010		
Entity Type:	BANK: SWITZERLAND		
PROPERTY NUMBERS Total: 17			
Property Type	Number	Word Mark	
Registration Number:	2218583	CENTURION	
Registration Number:	2664638	ALTEGRIS	
Registration Number:	2670353	ALTEGRIS	
Registration Number:	2655064	ALTEGRIS	
Registration Number:	3980870	ALTEGRIS 40 INDEX	
Registration Number:	2732213	ALTEGRIS INVESTMENTS	
Registration Number:	2732320	ALTEGRIS INVESTMENTS	
Registration Number:	2756195	ALTEGRIS INVESTMENTS	
Registration Number:	2819607	ALTEGRIS INVESTMENTS	
Registration Number:	2819644	ALTEGRIS INVESTMENTS	
Registration Number:	2836368	ALTEGRIS INVESTMENTS	
Registration Number:	3542704	APM	
Registration Number:	3542703	APM FUNDS	

OP \$440.00 2218583

Registration Number:	2722611	A
Registration Number:	2655063	
Registration Number:	2698792	
Registration Number:	3542702	TRUSTED ALTERNATIVES. INTELLIGENT INVEST

CORRESPONDENCE DATA

Fax Number: 8668265420

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

Phone: 301-638-0511

Email: ipresearchplus@comcast.net

Correspondent Name: IP Research Plus, Inc.

Address Line 1: 21 Tadcaster Circle

Address Line 2: attn: Penelope J.A. Agodoa

Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	CRS1-38901
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NAME OF SUBMITTER:	Penelope J.A. Agodoa
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Signature:	/pja/
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Date:	09/10/2013
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Total Attachments: 9
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ADDITIONAL CONVEYING PARTY

Altegris Services, L.L.C., a Delaware Limited Liability Company

TRADEMARK SECURITY AGREEMENT dated as of August 30, 2013 (this “**Agreement**”), between Centurion Capital Group Inc., an Arizona Corporation (“**Centurion Capital**”), Altegris Services, L.L.C., a Delaware Limited Liability Company (“**Altegris Services**”, and together with Centurion Capital, the “**Grantors**”) and CREDIT SUISSE AG (“**Credit Suisse**”), as collateral agent (in such capacity, the “**Collateral Agent**”).

Reference is made to (a) the Guarantee and Collateral Agreement dated as of August 30, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Guarantee and Collateral Agreement**”), among the Domestic Subsidiaries from time to time party thereto and the Collateral Agent and (b) the Credit Agreement dated as of August 30, 2013 (as amended, restated, amended and restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among AqGen Liberty Management I, Inc. (“**Borrower A**”), AqGen Liberty Management II, Inc. (“**Borrower C**”, and together with Borrower A, the “**Borrowers**”), AqGen Liberty Holdings LLC, the Lenders from time to time party thereto and Credit Suisse AG, as Administrative Agent and as Collateral Agent. The Lenders have agreed to extend credit to the Borrowers subject to the terms and conditions set forth in the Credit Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Grantors will derive substantial benefits from the extension of credit pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Credit Agreement or the Guarantee and Collateral Agreement, as applicable. The rules of construction specified in Section 1.02 of the Credit Agreement also apply to this Agreement.

SECTION 2. Grant of Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, the Grantors hereby assign and pledge to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest in, all of its right, title and interest in, to and under any and all of the following assets and properties now owned or at any time hereafter acquired by it or in which the Grantors now have or at any time in the future may acquire any right, title or interest (collectively, the “**Trademark Collateral**”):

- (a) all trademark registrations and applications set forth on Schedule I attached hereto (the “**Trademarks**”); and
- (b) all goodwill associated with or symbolized by the Trademarks; and
- (c) all other assets, rights and interests that uniquely reflect or embody such goodwill;

but excluding any intent-to-use trademark application prior to the filing of, and acceptance of, a "Statement of Use" or "Amendment to Allege Use" with the United States Patent and Trademark Office 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 trademark application under applicable federal law.

SECTION 3. Security Agreement. The security interests granted to the Collateral Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Collateral Agent pursuant to the Guarantee and Collateral Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the Guarantee and Collateral Agreement, the terms of the Guarantee and Collateral Agreement shall govern.

SECTION 4. Termination. Upon the termination of the Guarantee and Collateral Agreement, in accordance with its terms, following a written request therefor, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors (at the Grantors' sole expense) an instrument in writing in recordable form releasing the grant and security interest in the Trademark Collateral under this Agreement and take any other actions reasonably requested, including, but not limited to, filing and recording (or authorizing the Grantors to file and record) the release and/or termination of the grant and its security interest granted thereunder or under the Guarantee and Collateral Agreement in the Trademark Collateral with the United States Patent and Trademark Office.

SECTION 5. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract.

SECTION 6. Applicable Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

AQGEN LIBERTY MANAGEMENT I, INC.,

By: 

Name: Jon C. Sundt

Title: President & Chief Executive Officer

AQGEN LIBERTY MANAGEMENT II, INC.,

By:

Name: Gurinder S. Ahluwalia

Title: President & Chief Executive Officer

AQGEN LIBERTY HOLDINGS LLC,

By:

Name: Richard Rosenbaum

Title: Vice President & Treasurer

CENTURION CAPITAL GROUP, INC.

By:

Name: Gurinder S. Ahluwalia

Title: President & Chief Executive Officer

ALTEGRIS SERVICES, L.L.C.

By: 

Name: Jon C. Sundt

Title: President & Chief Executive Officer

[Signature Page to the Trademark Security Agreement]

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By:

Name: Richard Rosenbaum
Title: Vice President & Treasurer

CENTURION CAPITAL GROUP, INC.

By:

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By:



Name: Richard Rosenbaum
Title: Vice President & Treasurer

CENTURION CAPITAL GROUP, INC.

By:

Name: Gurinder S. Ahluwalia
Title: President & Chief Executive Officer

ALTEGRIS SERVICES, L.L.C.

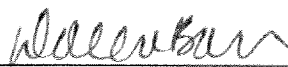
By:

Name: Jon C. Sundt
Title: President & Chief Executive Officer

[Signature Page to the Trademark Security Agreement]

CREDIT SUISSE AG, CAYMAN
ISLANDS BRANCH, as Collateral Agent,

by



Name: DORFEN BARR
Title: **AUTHORIZED SIGNATORY**

by



Name:
Title: **ALEX VERDONE
AUTHORIZED SIGNATORY**

Schedule I

U.S. TRADEMARKS

Registered Owner/Grantor:

U.S. Trademark Registrations

Grantor	Mark	Reg. Date	Reg. No.
Centurion Capital Group Inc.	Centurion	January 19, 1999	2,218,583
Altegris Services, L.L.C.	Altegris Cl. 16	December 17, 2002	2,664,638
Altegris Services, L.L.C.	Altegris Cl. 36	December 31, 2002	2,670,353
Altegris Services, L.L.C.	Altegris Cl. 42	November 26, 2002	2,655,064
Altegris Services, L.L.C.	Altegris 40 Index	June 21, 2011	3,980,870
Altegris Services, L.L.C.	Altegris Investments Cl. 16	July 1, 2003	2,732,213
Altegris Services, L.L.C.	Altegris Investments Cl. 36	July 1, 2003	2,732,320
Altegris Services, L.L.C.	Altegris Investments Cl. 41	August 26, 2003	2,756,195
Altegris Services, L.L.C.	Altegris Investments & Design Cl. 16	March 2, 2004	2,819,607
Altegris Services, L.L.C.	Altegris Investments & Design Cl. 36	March 2, 2004	2,819,644
Altegris Services, L.L.C.	Altegris Investments & Design Cl. 41	April 27, 2004	2,836,368
Altegris Services, L.L.C.	APM	December 9, 2008	3,542,704
Altegris Services, L.L.C.	APM Funds	December 9, 2008	3,542,703
Altegris Services, L.L.C.	Design Image Cl. 16	June 3, 2003	2,722,611
Altegris Services, L.L.C.	Design Image Cl. 36	November 26, 2002	2,655,063
Altegris Services, L.L.C.	Design Image Cl. 42	March 18, 2003	2,698,792
Altegris Services, L.L.C.	Trusted Alternatives. Intelligent Investing	December 9, 2008	3,542,702

U.S. Trademark Applications

None.