

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
American Beacon Advisors, Inc.		11/22/2013	CORPORATION: DELAWARE
American Private Equity Management, L.L.C.		11/22/2013	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A., as Collateral Agent
Street Address:	10 S. Dearborn, 7th Floor
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3719137	AMBEACON
Registration Number:	3716160	AMBEACON
Registration Number:	3705913	
Registration Number:	3353356	AMERICAN BEACON
Registration Number:	3353355	AMERICAN BEACON
Registration Number:	1983463	-PLANAHEAD CLASS-
Registration Number:	1722438	MILEAGE CLASS
Registration Number:	4416738	AMERICAN PRIVATE EQUITY MANAGEMENT
Registration Number:	4232951	AMERICAN PRIVATE EQUITY PARTNERS

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.

CH \$240.00 3719137

Phone: (212) 455-2895
Email: ksolomon@stblaw.com
Correspondent Name: Samantha J. Himelman, 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:	509265/1813
NAME OF SUBMITTER:	Samantha J. Himelman
Signature:	/sjh/
Date:	11/22/2013

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this “Trademark Security Agreement”) is entered into as of November 22, 2013 by and among **AMERICAN BEACON ADVISORS, INC.**, a Delaware corporation (the “Borrower”), **AMERICAN PRIVATE EQUITY MANAGEMENT, L.L.C.**, a Delaware limited liability company (“APEM” and collectively with the Borrower, the “Grantors”) and **JPMORGAN CHASE BANK, N.A.**, in its capacity as collateral agent for the Secured Parties (in such capacity, the “Collateral Agent”).

WITNESSETH:

WHEREAS, the Grantors are party to a Pledge and Security Agreement, dated as of November, 22 2013 (as it may be from time to time amended, restated, amended and restated, replaced, supplemented and/or otherwise modified, the “Security Agreement”), in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement (as defined in the Security Agreement), the Grantors hereby agree with the Collateral 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. The Grantors hereby pledge and grant to the Collateral Agent for the benefit of the Secured Parties a lien on and security interest in and to all of their right, title and interest in, to and under the Trademarks of the Grantors listed on Schedule I attached hereto and all goodwill associated with such Trademarks (the “Trademark Collateral”).

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 Collateral Agent pursuant to the Security Agreement, and should not be deemed to grant a broader security interest in the Trademark Collateral than what is granted by the Grantors to the Collateral Agent in the Security Agreement. The Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement (and are expressly subject to the terms and conditions thereof). 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. Termination. Upon the termination of the Security Agreement in accordance with its terms, the Collateral Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, lien and security interest in the Trademark Collateral under this Trademark Security Agreement.

SECTION 5. Counterparts. This Trademark Security Agreement may be executed in any number of 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. Delivery of an executed counterpart of a signature page to this Trademark Security Agreement by facsimile or other electronic imaging (including in .pdf format) means shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

SECTION 6. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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

AMERICAN BEACON ADVISORS, INC.
AMERICAN PRIVATE EQUITY MANAGEMENT, L.L.C.

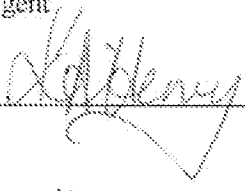
By: Melinda G. Heika
Name: Melinda G. Heika
Title: Treasurer

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 005159 FRAME: 0808

Accepted and Agreed:

JPMORGAN CHASE BANK, N.A.
as Collateral Agent

By: 
Name: _____
Title:

Kenise Henry Larmond
Vice President

[Signature Page to Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS:

<u>Trademark</u>	<u>Registration No.</u>	<u>Owner</u>
AmBeacon	77304308/3719137	American Beacon Advisors, Inc.
AmBeacon & Lighthouse Design	77445151/3716160	American Beacon Advisors, Inc.
Lighthouse Design	77304402/3705913	American Beacon Advisors, Inc.
American Beacon & Lighthouse Design	78565923/3353356	American Beacon Advisors, Inc.
American Beacon	78565814/3353355	American Beacon Advisors, Inc.
PlanAhead Class	74582996/1983463	American Beacon Advisors, Inc.
Mileage Class	74231756/1722438	American Beacon Advisors, Inc.
American Private Equity Management, LLC	85534565/4416738	American Beacon Advisors, Inc.
American Private Equity Partners, LP	85534551/4232951	American Private Equity Management, L.L.C.