TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM341883

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
AA Management Group, Inc.		03/26/2015	CORPORATION: WISCONSIN

RECEIVING PARTY DATA

Name:	Credit Suisse AG, Cayman Islands Branch, as Collateral Agent
Street Address:	Eleven Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank: UNITED STATES

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1151920	AMERICAN APPRAISAL
Registration Number:	3357844	A AMERICAN APPRAISAL
Registration Number:	2882284	E-PRAIS
Registration Number:	3459112	LEADING / THINKING / PERFORMING
Registration Number:	2367929	REAG
Registration Number:	3629001	REAL ESTATE ADVISORY GROUP

CORRESPONDENCE DATA

Fax Number:

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

Email: michael.barys@thomsonreuters.com
Correspondent Name: Elaine Carrera, Legal Assistant
Address Line 1: 80 Pine Street
Address Line 2: c/o Cahill Gordon & Reindal LLP
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Michael Barys/
DATE SIGNED:	05/20/2015

Total Attachments: 12

OP $165.00 1151920

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INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT SUPPLEMENT (this "IP Security Agreement Supplement") dated March 26, 2015, is made by the Person listed on the signature page hereof (the "Grantor") in favor of Credit Suisse AG, Cayman Islands Branch, as collateral agent (the "Collateral Agent") for the Secured Parties (as defined in the Credit Agreement referred to below).

WHEREAS, Duff & Phelps Corporation, a Delaware corporation (the "Borrower") and Dakota Holding Corporation, a Delaware corporation ("Holdings") have entered into the Credit Agreement dated as of April 23, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), with each lender from time to time party thereto (collectively, the "Lenders" and individually, each a "Lender") and Credit Suisse AG, Cayman Islands Branch as administrative agent (in such capacity, together with any successor administrative agent, the "Administrative Agent") and collateral agent (in such capacity, together with any successor collateral agent, the "Collateral Agent"). Terms defined in the Credit Agreement or in the Security Agreement (as defined below) and not otherwise defined herein are used herein as defined in the Credit Agreement or the Security Agreement, as the case may be (and in the event of a conflict, the applicable definition shall be the one given to such term in the Security Agreement).

WHEREAS, pursuant to the Credit Agreement, the Grantors have executed and delivered or otherwise become bound by that certain Security Agreement dated April 23, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") and that certain Intellectual Property Security Agreement dated April 23, 2013 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "IP Security Agreement").

WHEREAS, under the terms of the Security Agreement, the Grantor has agreed to grant to the Collateral Agent, for the benefit of the Secured Parties, a security interest in any after-acquired intellectual property collateral of the Grantor and has agreed in connection therewith to execute this IP Security Agreement Supplement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other domestic governmental authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees as follows:

SECTION 1. Grant of Security. As security for the prompt and complete payment or performance, as the case may be, in full of all of the Secured Obligations (as defined below) when due, each Grantor hereby unconditionally grants, pledges, and collaterally assigns to the Collateral Agent and, its successors and assigns, for the benefit of the Secured Parties, a continuing security interest in, and liens on, such Grantor's right, title and interest in and to the Collateral (as defined in the IP Security Agreement), whether now owned or hereafter acquired by the undersigned, wherever located, and whether now or hereafter existing or arising.

SECTION 2. Supplement to Security Agreement. The undersigned has attached hereto a supplemental Schedule III to the Security Agreement, and the undersigned hereby certifies, as of the date first above written, that such supplemental schedules have been prepared by the undersigned in substantially the form of the equivalent Schedules to the Security Agreement and are complete and correct in all material respects.

SECTION 3. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement Supplement secures the payment of all Secured Obligations of the Grantor now or hereafter existing under or in respect of the Secured Documents (as such Secured Documents may be amended, amended and restated, supplemented, replaced, refinanced or otherwise modified from time to time (including any increases of the principal amount outstanding thereunder)), whether direct or indirect, absolute or contingent, and whether for principal, reimbursement obligations, interest, premiums, penalties, fees, indemnifications, contract causes of action, costs, expenses or otherwise. Without limiting the generality of the foregoing, this IP Security Agreement Supplement secures the payment of all amounts that constitute part of the Secured Obligations that would be owed by the Grantor to any Secured Party under the Secured Documents subject to the effects of bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium and other similar laws relating to or affecting creditors' rights generally or general equitable principles (whether considered in a proceeding in equity or at law).

SECTION 4. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer to record this IP Security Agreement Supplement.

SECTION 5. Grants, Rights and Remedies. This IP Security Agreement Supplement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law; Jurisdiction; Etc.

(a) THIS IP SECURITY AGREEMENT SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICTS OF LAWS PRINCIPLES THEREOF, BUT INCLUDING SECTION 5-1401 OF THE NEW YORK GENERAL OBLIGATIONS LAW.

(b) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE EXCLUSIVE JURISDICTION OF THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK CITY IN THE BOROUGH OF MANHATTAN AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT SUPPLEMENT, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. EACH OF THE PARTIES HERETO AGREES THAT A FINAL JUDGMENT IN ANY SUCH ACTION OR PROCEEDING SHALL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW. NOTHING IN THIS IP SECURITY AGREEMENT SUPPLEMENT SHALL AFFECT ANY RIGHT THAT THE ADMINISTRATIVE AGENT, COLLATERAL AGENT, ANY LENDER OR ANY L/C ISSUER MAY

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OTHERWISE HAVE TO BRING ANY ACTION OR PROCEEDING RELATING TO THE ENFORCEMENT OF ANY JUDGMENT AGAINST THE BORROWER OR ANY OTHER LOAN PARTY OR ITS PROPERTIES IN THE COURTS OF ANY JURISDICTION.

(c) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY OBJECTION THAT IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS IP SECURITY AGREEMENT SUPPLEMENT IN ANY COURT REFERRED TO IN PARAGRAPH (b) OF THIS SECTION. EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT.

(d) EACH PARTY HERETO IRREVOCABLY CONSENTS TO SERVICE OF PROCESS IN THE MANNER PROVIDED FOR NOTICES IN SECTION 10.02 OF THE CREDIT AGREEMENT. NOTHING IN THIS IP SECURITY AGREEMENT SUPPLEMENT WILL AFFECT THE RIGHT OF ANY PARTY HERETO TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY APPLICABLE LAW.

(e) EACH PARTY TO THIS IP SECURITY AGREEMENT SUPPLEMENT HEREBY EXPRESSLY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING UNDER THIS IP SECURITY AGREEMENT SUPPLEMENT OR IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF THE PARTIES HERETO OR ANY OF THEM WITH RESPECT TO THIS IP SECURITY AGREEMENT SUPPLEMENT, OR THE TRANSACTIONS RELATED THERETO, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER FOUNDED IN CONTRACT OR TORT OR OTHERWISE; AND EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY, AND THAT ANY PARTY TO THIS AGREEMENT MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS SECTION 6(e) WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF THE SIGNATORIES HERETO TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

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IN WITNESS WHEREOF, the Grantor has caused this IP Security Agreement Supplement to be duly executed and delivered by its officer thereunto duly authorized as of the date first written above.

AA MANAGEMENT GROUP, INC.

By: _____

Name: Patrick Puzzuoli
Title: Executive Vice President and Chief Financial Officer

Address for notices:

Duff & Phelps
55 East 52nd
New York, NY 10055

[Signature Page – IP Security Agreement Supplement]

Schedule III to the Security Agreement

INTELLECTUAL PROPERTY

I. Patents

None.

II. Trademarks

Grantor	Domain Name/Mark	Country	Reg. No.	Applic. No.	Filing Date	Issue Date
AA MANAGEMENT GROUP, INC.	American Appraisal (and device)	Australia	1303080			
AA MANAGEMENT GROUP, INC.	American Appraisal (and device)	Brazil	901396699			
AA MANAGEMENT GROUP, INC.	American Appraisal (and device)	Brazil	901396788			
AA MANAGEMENT GROUP, INC.	AMERICAN APPRAISAL CANADA	Canada	TMA404518			
AA MANAGEMENT GROUP, INC.	EVALUATION AMERICAINE DU CANADA	Canada	TMA408357			
AA MANAGEMENT GROUP, INC.	EVALUATION GENERALE	Canada	TMA481895			
AA MANAGEMENT GROUP, INC.	LEADING / THINKING / PERFORMING	Canada	TMA733932			
AA MANAGEMENT GROUP, INC.	AMERICAN APPRAISAL (and device)	Chile	861393			
AA MANAGEMENT GROUP, INC.	AMERICAN APPRAISAL (and device)	China	5585073			
AA MANAGEMENT GROUP, INC.	"American Appraisal" in Chinese	China	3772199			
AA MANAGEMENT GROUP, INC.	"American Appraisal" in Chinese	China	3772198			

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AA MANAGEMENT GROUP, INC.	AMERICAN APPRAISAL	E.U. (CTM)	008 658 924			
AA MANAGEMENT GROUP, INC.	AMERICAN APPRAISAL & DEVICE	E.U. (CTM)	5110002			
AA MANAGEMENT GROUP, INC.	AMERICAN APPRAISAL ESPAÑA	E.U. (CTM)	1633627			
AA MANAGEMENT GROUP, INC.	LEADING/ THINKING/ PERFORMING	E.U. (CTM)	6037411			
AA MANAGEMENT GROUP, INC.	REAL ESTATE ADVISORY GROUP & DEVICE	E.U. (CTM)	6228068			
AA MANAGEMENT GROUP, INC.	AMERICAN APPRAISAL & DEVICE	Hong Kong	300706608			
AA MANAGEMENT GROUP, INC.	美評	Hong Kong	300114029			
AA MANAGEMENT GROUP, INC.	American Appraisal (and device)	India	[pending]			
AA MANAGEMENT GROUP, INC.	Focus on Value	Italy	0001416987			
AA MANAGEMENT GROUP, INC.	FinAppraisal and Design	Italy	968299			
AA MANAGEMENT GROUP, INC.	AMERICAN APPRAISAL (and device)	Japan	5259373			
AA MANAGEMENT GROUP, INC.	American Appraisal	Morocco	28770			
AA MANAGEMENT GROUP, INC.	American Appraisal (and device)	Russia	414574			
AA MANAGEMENT GROUP, INC.	A4	Spain	1978669			
AA MANAGEMENT GROUP, INC.	A4	Portugal	0652589			

AMERICAN APPRAISAL ASSOCIATES, INC.	AMERICAN APPRAISAL	U.S.A.	1151920	73224787	07/25/1979	04/21/1981
AMERICAN APPRAISAL ASSOCIATES, INC.	A AMERICAN APPRAISAL (and device)	U.S.A.	3357844	78893109	05/25/2006	12/18/2007
AMERICAN APPRAISAL ASSOCIATES, INC.	E-PRAIS	U.S.A.	2882284	76355850	01/08/2002	09/07/2004
AMERICAN APPRAISAL ASSOCIATES, INC.	LEADING / THINKING / PERFORMING	U.S.A.	3459112	77178991	05/11/2007	07/01/2008
AMERICAN APPRAISAL ASSOCIATES, INC.	REAG	U.S.A.	2367929	75620110	01/13/1999	07/18/2000
AMERICAN APPRAISAL ASSOCIATES, INC.	REAL ESTATE ADVISORY GROUP	U.S.A.	3629001	77214795	06/25/2007	05/26/2009

Inactive Trademarks

Country	Title	Reg. No.
Argentina	AMERICAN APPRAISAL and Design	2333287
Argentina	AMERICAN APPRAISAL and Design	2333288
Canada	General Appraisal	TMA196017
China	American Appraisal Associates (and device)	1986846
China	AMERICAN APPRAISAL	1989965
China	AMERICAN APPRAISAL	2001827
China	American Appraisal (and device)	3772194

China	American Appraisal (and device)	3772195
China	"American Appraisal" in Chinese (and device)	3772196
China	"American Appraisal" in Chinese (and device)	3772197
China	American Appraisal (and device)	5585074
Hong Kong	American Appraisal Associates	199812782
International	FinAppraisal and Design	859585
International	A4	652589
Philippines	American Appraisal Associates We Value Your Business & Design	42001000010
Portugal	American Appraisal Associates	299437
Spain	American Appraisal Associates	M1903348
Taiwan	AMERICAN APPRAISAL and Design	01413346
Venezuela	AMERICAN APPRAISAL and Design	S029693
Wisconsin	AMERICAN APPRAISAL	N/A

III. Domain Names

Domain Name	Record Owner	Domain Name Registrar
american-appraisal.com.br	AA Management Group, Inc.	Registro.br
american-appraisal.ca	AA Management Group, Inc.	National CA Domains Ltd.
american-appraisal.com.cn	AA Management Group, Inc.	Beijing Branch of the tripartite Network Technology Co., Ltd.
dial-appraisal.com	AA Management Group, Inc.	35 Technology Co., Ltd.
american-appraisal.co.in	AA Management Group, Inc.	S.G.S. Technologie Pvt Ltd
american-appraisal.jp	AA Management Group,	Japan Registry Service

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Domain Name	Record Owner	Domain Name Registrar
	Inc.	
american-appraisal.co.jp	AA Management Group, Inc.	Japan Registry Service
american-appraisal.sg	AA Management Group, Inc.	IP MIRROR PTE LTD
american-appraisal.com.tw	AA Management Group, Inc.	HINET
american-appraisal.co.th	AA Management Group, Inc.	EPAG Domainservices GmbH
american-appraisal.cz	AA Management Group, Inc.	REG-ACTIVE24
american-appraisal.de	AA Management Group, Inc.	EPAG Domainservices GmbH
american-appraisal.com.hk	AA Management Group, Inc.	IP Mirror Pte. Ltd.
美評.公司.hk	AA Management Group, Inc.	Web Commerce Communications Limited
美國評值.公司.hk	AA Management Group, Inc.	Web Commerce Communications Limited
american-appraisal.hu	AA Management Group, Inc.	Digital Loom Ltd.
american-appraisal-italia.com	AA Management Group, Inc.	1API GmbH
dai-asset-inventory.it	AA Management Group, Inc.	Nexin Technologies S.p.A.
dai-asset-inventory.com	AA Management Group, Inc.	Nexin Technologies S.p.A.
eqc-americanappraisal.com	AA Management Group, Inc.	ASCIO
american-appraisal.ru	AA Management Group, Inc.	R01-RU
american-appraisal.nl	AA Management Group, Inc.	EPAG Domainservices GmbH
american-appraisal.pl	AA Management Group, Inc.	EPAG Domainservices GmbH
american-appraisal.pt	AA Management Group, Inc.	Fundação para a Computação Científica Nacional
american-appraisal.es	AA Management Group, Inc.	Network Information Centre of Spain
american-appraisal.co.uk	AA Management Group, Inc.	Iomart Hosting Ltd t/a Internetters Ltd
american-appraisal.com	AA Management Group, Inc.	Network Solutions, LLC

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Domain Name	Record Owner	Domain Name Registrar
amrnow.com	AA Management Group, Inc.	Network Solutions, LLC
assetmanagementresources.com	AA Management Group, Inc.	Tucows domains
american-appraisal.us	AA Management Group, Inc.	Network Solutions, LLC
american-appraisal.gr	AA Management Group, Inc.	OTE AE
reag-aa.com	AA Management Group, Inc.	1API
american-appraisal.be	AA Management Group, Inc.	EPAG Domainservices GmbH
american-appraisal.ch	AA Management Group, Inc.	EPAG Domainservices GmbH
american-appraisal.dk	AA Management Group, Inc.	EPAG Domainservices GmbH
american-appraisal.eu	AA Management Group, Inc.	EPAG Domainservices GmbH
american-appraisal.li	AA Management Group, Inc.	EPAG Domainservices GmbH
american-appraisal.nl	AA Management Group, Inc.	EPAG Domainservices GmbH
american-appraisal.ro	AA Management Group, Inc.	ICI – ROTLD
american-appraisal.se	AA Management Group, Inc.	EPAG Domainservices GmbH
aaitalia.com	AA Management Group, Inc.	1API
aaitalia.it	AA Management Group, Inc.	Teligo S.r.l.
americaappraisal.com	AA Management Group, Inc.	Network Solutions, LLC.
americaappraisal.net	AA Management Group, Inc.	Network Solutions, LLC.
americanappraisal.biz	AA Management Group, Inc.	Network Solutions, LLC.
american-appraisal.biz	AA Management Group, Inc.	Network Solutions, LLC.
americanappraisalassociates.biz	AA Management Group, Inc.	Network Solutions, Inc.
american-appraisals.net	AA Management Group, Inc.	Network Solutions, Inc.

IV. Trade Names

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None.

V. Copyrights

None.

VI. Certain Other IP Agreements

None.

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