

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM397634

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Assignment of Security Interest		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
ING Capital LLC		08/29/2016	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Thomas F. Marsico		
<b>Street Address:</b>	1200 17th Street		
<b>Internal Address:</b>	Suite 1600		
<b>City:</b>	Denver		
<b>State/Country:</b>	COLORADO		
<b>Postal Code:</b>	80202		
<b>Entity Type:</b>	INDIVIDUAL: UNITED STATES		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2405047	MARSICO CAPITAL MANAGEMENT, LLC	
<b>Registration Number:</b>	2405046	MARSICO INVESTMENT FUND	
<b>Registration Number:</b>	2424357	MARSICO FUNDS	
<b>Registration Number:</b>	2672034		
<b>Registration Number:</b>	2663112	HELPING YOU APPRECIATE LIFE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2127352000		
<i>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.</i>			
<b>Phone:</b>	212-735-2811		
<b>Email:</b>	mribando@skadden.com		
<b>Correspondent Name:</b>	Skadden, Arps, Slate, Meagher & Flom		
<b>Address Line 1:</b>	Four Times Square		
<b>Address Line 2:</b>	Monique L. Ribando		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	691730/3		
<b>NAME OF SUBMITTER:</b>	Megan Manfred		
<b>SIGNATURE:</b>	/Megan Manfred/		

CH \$140.00 2405047

<b>DATE SIGNED:</b>	09/07/2016
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**Total Attachments: 5**

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ASSIGNMENT OF  
SECURITY INTEREST IN INTELLECTUAL PROPERTY

This ASSIGNMENT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY (this "Assignment"), dated as of August 29, 2016, is made by and among ING Capital LLC ("ING"), in its capacities as Administrative Agent and Collateral Agent (the "Assignor") and Thomas F. Marsico, in his capacity as lender (the "Assignee") pursuant to the New Loan Agreement (as defined below).

W I T N E S S E T H :

WHEREAS, Marsico Holdings, LLC and Marsico Subco, LLC ("SubCo Borrower") and, together with Marsico Holdings, LLC, ("Borrowers") and certain Subsidiaries of Subco Borrower, as Guarantors, Lenders party thereto from time to time (the "Prior Lenders") and the Assignor, previously entered into that certain Amended and Restated Credit and Guaranty Agreement, dated as of December 4, 2007, as amended and restated in its entirety as of September 10, 2012 (as further amended, amended and restated, supplemented or otherwise modified through the date hereof, the "Credit Agreement");

WHEREAS, pursuant to the Credit Agreement, the Assignee and the Prior Lenders have previously extended and made Loans to Borrowers (the "Existing Term Loans");

WHEREAS, pursuant to the Credit Agreement, Borrowers, certain Subsidiaries of Subco Borrower, as grantors, and the Assignor, previously entered into that certain Pledge and Security Agreement, dated as of December 14, 2007, as amended and restated in its entirety as of September 10, 2012 (as further amended, amended and restated, supplemented or otherwise modified through the date hereof, the "Security Agreement") whereby the grantors granted to the Assignor a Lien on substantially all of their respective assets;

WHEREAS, pursuant to a Trademark Security Agreement, dated December 14, 2007 (the "Trademark Security Agreement") and recorded in the United States Patent and Trademark Office at Reel 3678/Frame 0744, Marsico Capital Management, LLC ("Grantor") granted a security interest in and continuing lien on (together with the Lien granted under the Security Agreement, the "Security Interest") all of Grantor's right, title and interest in, to and under certain personal property of Grantor, in each case whether then owned or existing or thereafter acquired, developed or arising and wherever located, including the trademarks listed on Schedule A hereto (the "Trademarks") to Goldman Sachs Credit Partners L.P. (a predecessor in interest to the Assignor in respect of the Security Interest, pursuant to various Resignation and Appointment of Agent Letter Agreements, a name change and a corrective recordation to correct the name of the previously recorded assignor, recorded in the United States Patent and Trademark Office at Reel 3822/Frame 0814, Reel 4861/Frame 0001, Reel 4861/Frame 0858 and Reel 4872/0001).

WHEREAS, in connection with (i) the termination of the Credit Agreement and (ii) the entry into the Loan, Guaranty and Collateral Agreement, dated as of the date hereof (the "New Loan Agreement"), by and among Marsico Holdings, LLC, Subco Borrower, certain

Subsidiaries of the Subco Borrower and the Assignee, the Assignor is assigning its Security Interest to the Assignee;

NOW, THEREFORE, in consideration of the promises contained herein, the Assignor and the Assignee hereby agree as follows:

SECTION 1. Definitions. Capitalized terms used but not defined herein shall have the meanings given to them in the Credit Agreement, the Security Agreement, or the Trademark Security Agreement, as applicable.

SECTION 2. Assignment of the Security Interest. The Assignor hereby assigns, absolutely, unconditionally, irrevocably and forever the Security Interest granted to the Assignor, including but not limited to the Security Interest in the Trademarks.

SECTION 3. Purpose. This Assignment has been executed and delivered by the Assignor for the purpose of recording the assignment and transfer of all its rights, obligations and remedies as the Administrative Agent and as the Collateral Agent, including but not limited to the assignment and transfer of the Assignor's Security Interest, with the United States Patent and Trademark Office and any other United States or foreign entity that requires or allows the (i) recordation of the grant of Security Interest and/or (ii) assignment and transfer of such Security Interest.

SECTION 4. Acknowledgment. The Assignor and the Assignee do hereby acknowledge and affirm that the Security Interest and the rights and remedies of the Assignor with respect to such Security Interest in the Trademarks, are more fully set forth in the Security Agreement, the terms and conditions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 5. Governing Law. THIS ASSIGNMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Assignment may be executed by one or more of the parties to this Assignment on any number of separate counterparts (including by telecopy), and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

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IN WITNESS WHEREOF, each of the undersigned has caused this Assignment to be duly executed and delivered on August 29, 2016.

**ING CAPITAL LLC**, as Administrative Agent

By: \_\_\_\_\_

Name: Patrick Frisch

Title: Managing Director

**ING CAPITAL LLC**, as Collateral Agent

By: \_\_\_\_\_

Name: Patrick Frisch

Title: Managing Director

Accepted and agreed to as of the date  
first written above:

Thomas F. Marsico, in his capacity as lender

By: Thomas F. Marsico  
Name: Thomas F. Marsico

Schedule A to Assignment of Security Interest in Intellectual Property

TRADEMARKS

Trademark Registrations and Applications:

<b>Grantor</b>	<b>Description of Trademark</b>	<b>Registration Number</b>	<b>Issue Date</b>
Marsico Capital Management LLC	Marsico Capital Management, LLC	2405047	November 21, 2000
Marsico Capital Management LLC	Marsico Investment Fund	5405046	November 21, 2000
Marsico Capital Management LLC	Marsico Funds	2424357	January 30, 2001
Marsico Capital Management LLC	Horse Logo (Running Right)	2672034	January 7, 2003
Marsico Capital Management LLC	HELPING YOU APPRECIATE LIFE	2663112	December 17, 2002