

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM397609

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Marsico Capital Management, 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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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement, dated as of August 29, 2016 (this "Trademark Security Agreement"), is entered into by and among Marsico Capital Management, LLC, a Delaware limited liability company (the "Grantor") located at 1200 17<sup>th</sup> Street, Suite 1600, Denver, CO 80202, and Thomas F. Marsico, as Lender (in such capacity, the "Lender").

### WITNESSETH:

WHEREAS, reference is made to that certain Loan Guaranty and Collateral Agreement dated as of August 29, 2016 (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") by and among Marsico Holdings LLC, a Delaware limited liability company, Marsico Subco LLC, a Delaware limited liability company (together, "Borrowers" and, each individually, a "Borrower"), Grantor, and Marsico Fund Advisors L.L.C., a Delaware limited liability company, pursuant to which the Grantor granted to Lender a continuing security interest in and Lien upon certain property and assets of Grantor, including, without limitation, certain Intellectual Property of the Grantor, and has agreed to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office;

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, the Grantor granted a security interest in and continuing lien on (the "Existing 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, without limitation, the trademarks listed on Schedule A hereto, to a predecessor in interest to the Lender in respect of the Existing Security Interest.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions, and covenants herein contained, the Grantor hereby agrees with the Lender, as follows:

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

### SECTION 2. Grant of Security Interest in Trademark Collateral.

2.1. Grant of Security. To secure the prompt payment and performance of the Obligations, the Grantor hereby grants to Lender a continuing security interest in and Lien upon all of the following property of the Grantor, whether now owned or hereafter acquired, and wherever located (collectively, the "Trademark Collateral"): (a) trademarks, service marks, and trade names; all embodiments or fixations thereof and all related documentation, applications, registrations and franchises; all licenses or other rights to use any of the foregoing; and all books and records relating to the foregoing; and (b) to the extent not otherwise included above, all proceeds, products, accessions rents and profits of or in respect of the foregoing, including, without limitation, the trademarks listed on Schedule A hereto. The Grantor reaffirms each Lien it granted pursuant to the Existing Trademark Security Agreement, which shall continue in full force and effect during the term of this Trademark Security Agreement.

2.2. Certain Limited Exclusions. Notwithstanding anything herein to the contrary, in no event shall the Trademark Collateral include or the security interest granted under Section 2.1 hereof attach to any applications for trademarks and service marks filed in the U.S. Patent and Trademark Office on the basis of the Grantor's intent to use any such mark pursuant to 15 U.S.C. § 1051 Section 1(b), to the extent that the grant of a security interest therein would impair the validity or enforceability of such applications or any registration that issues from such intent-to-use trademark or service mark application, unless and until evidence of use of the mark in interstate commerce is submitted to the U.S. Patent and Trademark Office pursuant to 15 U.S.C. § 1051 Section 1(c) or 1(d), at which point the term "Trademark Collateral" shall include, and the security interest granted hereunder shall attach to, such application.

SECTION 3. Collateral Agreement. The security interest and Lien granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interest and Lien granted to the Lender pursuant to the Collateral Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Lender with respect to the security interest in and Lien upon the Trademark Collateral made and granted hereby are more fully set forth in the Collateral 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 Collateral Agreement, the provisions of the Collateral Agreement shall control.


SECTION 5. APPLICABLE LAW. THIS TRADEMARK SECURITY AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS (WITHOUT REGARD TO CHOICE OF LAW RULES, OTHER THAN SECTION 5-1401 AND SECTION 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) OF THE STATE OF NEW YORK.

SECTION 6. Counterparts. This Trademark Security Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same agreement. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other customary means of electronic transmission, including by .pdf file, shall be as effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

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

**MARSICO CAPITAL MANAGEMENT, LLC,**  
as Grantor

By:   
Name: Christopher J. Marsico  
Title: President

Accepted and agreed:

THOMAS F. MARSICO, as Lender

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

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**

**U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS**

<b>Grantor</b>	<b>Description of</b>	<b>Registration</b>	<b>Issue Date</b>
Marsico Capital Management,	Marsico Capital Management, LLC	2405047	November 21, 2000
Marsico Capital Management,	Marsico Investment Fund	2405046	November 21, 2000
Marsico Capital Management,	Marsico Funds	2424357	January 30, 2001
Marsico Capital Management,	Horse Logo (Running Right)	2672034	January 7, 2003
Marsico Capital Management,	HELPING YOU APPRECIATE LIFE	2663112	December 17, 2002