

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM429618

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Rampart Investment Management Company, LLC		06/01/2017	Limited Liability Company: DELAWARE
Virtus Fund Advisers, LLC (f/k/a RidgeWorth Capital Management LLC)		06/01/2017	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Morgan Stanley Senior Funding, Inc., as Administrative Agent		
Street Address:	1585 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10036		
Entity Type:	Bank: UNITED STATES		
PROPERTY NUMBERS Total: 18			
Property Type	Number	Word Mark	
Registration Number:	3525495	RIDGEWORTH FUNDS	
Registration Number:	3532216	RIDGEWORTH CAPITAL MANAGEMENT	
Registration Number:	3558877	RIDGEWORTH INVESTMENTS	
Registration Number:	3676438	CERTIUM ASSET MANAGEMENT	
Registration Number:	3806821	CEREDEX VALUE ADVISORS	
Registration Number:	4494377	SEIX INVESTMENT ADVISORS LLC	
Registration Number:	4845076	RIDGEWORTH	
Registration Number:	4855085	CEREDEX VALUE ADVISORS	
Registration Number:	4855082	SILVANT CAPITAL MANAGEMENT	
Registration Number:	4855547	RIDGEWORTH INVESTMENTS	
Registration Number:	4855548	RIDGEWORTH INVESTMENTS COLLECTIVE STRENG	
Registration Number:	4922092	SEIX INVESTMENT ADVISORS	
Registration Number:	3447208	SILVANT CAPITAL MANAGEMENT	
Registration Number:	3620203	STABLERIVER CAPITAL MANAGEMENT	
Registration Number:	3620213	COLLECTIVE STRENGTH. INDIVIDUAL INSIGHT.	
Registration Number:	3119004	ROMS	

OP \$465.00 3525495

Property Type	Number	Word Mark
Registration Number:	3582041	
Registration Number:	1309342	RAMPART

CORRESPONDENCE DATA

Fax Number: 80091442

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.

Phone: 614-280-3568

Email: John.Salvage@wolterskluwer.com

Correspondent Name: CT Corporation System

Address Line 1: 4400 Easton Commons Way

Address Line 2: Suite 125

Address Line 4: Columbus, OHIO 43219

NAME OF SUBMITTER:	Elaine Carrera
SIGNATURE:	/Elaine Carrera/
DATE SIGNED:	06/01/2017

Total Attachments: 7

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

1. Rampart Investment Management Company, LLC
2. Virtus Fund Advisers, LLC (f/k/a RidgeWorth Capital Management LLC)

- ☐ Individual(s) ☐ Association
☐ Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other 1. LLC-DE; 2. LLC-DE

Citizenship (see guidelines) USA

Additional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance/Execution Date(s) :

Execution Date(s) June 1, 2017

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes
☒ No

Name: Morgan Stanley Senior Funding, Inc., as Administrative Agent

Street Address: 1585 Broadway

City: New York

State: NY

Country: USA Zip: 10036

- ☐ Individual(s) Citizenship _____
☐ Association Citizenship _____
☐ Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other Bank Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

Text

See Schedule I

B. Trademark Registration No.(s)

See Schedule I

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Elaine Carrera, Legal Assistant

Internal Address: _____

Street Address: c/o Cahill Gordon & Reindel LLP
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: _____

Email Address: ecarrera@cahill.com

6. Total number of applications and registrations involved:

18

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$

- ☐ Authorized to be charged to deposit account
☐ Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Elaine Carrera
Signature

June 1, 2017

Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK SECURITY AGREEMENT dated as of June 1, 2017 (this "Agreement"), among Virtus Fund Advisers, LLC (f/k/a RidgeWorth Capital Management LLC) and Rampart Investment Management Company, LLC (collectively, the "Grantors" and each, a "Grantor") and Morgan Stanley Senior Funding, Inc., as administrative agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), dated as of June 1, 2017 among VIRTUS INVESTMENT PARTNERS, INC. (the "Borrower"), the Lenders party thereto, the other financial institutions party thereto and the Administrative Agent and (b) the Collateral Agreement dated of even date with the Credit Agreement (as amended, supplemented or otherwise modified from time to time, the "Collateral Agreement"), among the Borrower, the other grantors from time to time party thereto and the Administrative Agent. The Lenders and the Issuing Banks have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement. Each Grantor is an Affiliate of the Borrower and is willing to execute and deliver this Agreement in order to induce the Lenders to make additional Loans and the Issuing Banks to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued. 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 Collateral Agreement. The rules of construction specified in Section 1.01(b) of the Collateral 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 Secured Obligations, each Grantor hereby grants to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, a security interest (the "Security Interest") in all of such Grantor's right, title and interest in, to and under the trademarks and trademark applications listed on Schedule I attached hereto, including all Proceeds and products thereof and all rights to sue for past, present and future infringements, misappropriations or violations thereof (the "Trademark Collateral"). This Agreement shall not be deemed to grant a security interest in any trademark application filed on an intent-to-use basis to the extent a security interest is not permitted to attach thereto under the Collateral Agreement.

SECTION 3. Collateral Agreement. The Security Interest granted to the Administrative Agent herein is granted in furtherance, and not in limitation, of the security interests granted to the Administrative Agent pursuant to the Collateral Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Trademark Collateral are more fully set forth in the 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 Collateral Agreement, the terms of the Collateral Agreement shall govern.

SECTION 4. Termination. The security interest granted herein shall terminate and be released at the time and in the manner set forth in Section 9.15 of the Credit Agreement and, at such time, the Administrative Agent shall execute, acknowledge, and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademark Collateral under this Agreement.

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. Delivery of an executed signature page to

this Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Agreement.

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

RAMPART INVESTMENT MANAGEMENT
COMPANY, LLC, as a Grantor

By: 

Name: Michael A. Angerthal

Title: Authorized Signatory

VIRTUS FUND ADVISERS, LLC, as a Grantor

By: 

Name: Michael A. Angerthal

Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**MORGAN STANLEY SENIOR FUNDING,
INC., as Administrative Agent**

By:



Name: Michael Manfred

Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

Schedule I

Trademarks Owned by RidgeWorth Capital Management LLC (n/k/a Virtus Fund Advisers, LLC) and
Rampart Investment Management Company, LLC

U.S. Trademark Registrations

Trademark	Registered Owner	Registration Number
RidgeWorth Funds (Standard Character Mark)	RidgeWorth Capital Management LLC (n/k/a Virtus Fund Advisers, LLC)	3525495
RidgeWorth Capital Management (Standard Character Mark)	RidgeWorth Capital Management LLC (n/k/a Virtus Fund Advisers, LLC)	3532216
RidgeWorth Investments (Standard Character Mark)	RidgeWorth Capital Management LLC (n/k/a Virtus Fund Advisers, LLC)	3558877
Certium Asset Management (Standard Character Mark)	RidgeWorth Capital Management LLC (n/k/a Virtus Fund Advisers, LLC)	3676438
Ceredex Value Advisors (Standard Character Mark)	RidgeWorth Capital Management LLC (n/k/a Virtus Fund Advisers, LLC)	3806821
Seix Investment Advisors LLC (Logo)	RidgeWorth Capital Management LLC (n/k/a Virtus Fund Advisers, LLC)	4494377
RidgeWorth (Standard Character Mark)	RidgeWorth Capital Management LLC (n/k/a Virtus Fund Advisers, LLC)	4845076
CEREDEX VALUE ADVISORS Logo	RidgeWorth Capital Management LLC (n/k/a Virtus Fund Advisers, LLC)	4855085

Trademark	Registered Owner	Registration Number
SILVANT CAPITAL MANAGEMENT Logo	RidgeWorth Capital Management LLC (n/k/a Virtus Fund Advisers, LLC)	4855082
RIDGEWORTH INVESTMENTS and Banner Logo	RidgeWorth Capital Management LLC (n/k/a Virtus Fund Advisers, LLC)	4855547
RIDGEWORTH INVESTMENTS COLLECTIVE STRENGTH. INDIVIDUAL INSIGHT. Composite with Banner and Tagline Logo	RidgeWorth Capital Management LLC (n/k/a Virtus Fund Advisers, LLC)	4855548
Seix Investment Advisors (Standard Character Mark)	RidgeWorth Capital Management LLC (n/k/a Virtus Fund Advisers, LLC)	4922092
Silvant Capital Management (Standard Character Mark)	RidgeWorth Capital Management LLC (n/k/a Virtus Fund Advisers, LLC)	3447208
StableRiver Capital Management (Standard Character Mark)	RidgeWorth Capital Management LLC (n/k/a Virtus Fund Advisers, LLC)	3620203
Collective Strength. Individual Insight. (Standard Character Mark)	RidgeWorth Capital Management LLC (n/k/a Virtus Fund Advisers, LLC)	3620213
ROMS	Rampart Investment Management Company, LLC	3119004
DESIGN ONLY	Rampart Investment Management Company, LLC	3582041
RAMPART	Rampart Investment Management Company, LLC	1309342