

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM490944

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
GUGGENHEIM PARTNERS INVESTMENT MANAGEMENT, LLC		09/20/2018	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	BANK OF AMERICA, N.A., as Administrative Agent		
<b>Street Address:</b>	101 N. Tryon St.		
<b>Internal Address:</b>	Mail Code NC1-001-05-45		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28255-0001		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	4578280	BEHAVIORAL RISK INDICATOR	
<b>Registration Number:</b>	3484832	RBP	
<b>Registration Number:</b>	3488534	TRANSPARENT VALUE	
<b>Registration Number:</b>	3579017	REQUIRED BUSINESS PERFORMANCE	
<b>Registration Number:</b>	3185102	REQUIRED BUSINESS PERFORMANCE	
<b>Registration Number:</b>	3023725	TRANSPARENT VALUE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2123108007		
<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>	212.310.8000		
<b>Email:</b>	juan.arias@weil.com		
<b>Correspondent Name:</b>	Rebecca Williams		
<b>Address Line 1:</b>	Weil, Gotshal & Manges LLP		
<b>Address Line 2:</b>	767 Fifth Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10153		
<b>ATTORNEY DOCKET NUMBER:</b>	R. Williams -51014.0066		

CH \$165.00 4578280

<b>NAME OF SUBMITTER:</b>	Rebecca Williams
<b>SIGNATURE:</b>	/Rebecca Williams/
<b>DATE SIGNED:</b>	09/21/2018
<b>Total Attachments: 5</b> source=GPIM - Trademark Security Agreement (TV Restructuring) Executed#page1.tif source=GPIM - Trademark Security Agreement (TV Restructuring) Executed#page2.tif source=GPIM - Trademark Security Agreement (TV Restructuring) Executed#page3.tif source=GPIM - Trademark Security Agreement (TV Restructuring) Executed#page4.tif source=GPIM - Trademark Security Agreement (TV Restructuring) Executed#page5.tif	

## Trademark Security Agreement

Trademark Security Agreement, dated as of September 20, 2018, by GUGGENHEIM PARTNERS INVESTMENT MANAGEMENT, LLC a Delaware limited liability company (“Pledgor”), in favor of BANK OF AMERICA, N.A., in its capacity as Administrative Agent pursuant to the Credit Agreement (in such capacity, the “Administrative Agent”).

WITNESSETH:

WHEREAS, the Pledgor is party to that certain Security Agreement dated as of July 22, 2013 (the “Security Agreement”) by and among Guggenheim Partners Investment Management Holdings, LLC, GI Holdco LLC, the other Guarantors party thereto and Bank of America, N.A., as administrative agent, pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

Now, THEREFORE, in consideration of the premises, the Pledgor hereby agrees with the Administrative 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. Pledgor hereby pledges and grants to the Administrative Agent for the benefit of the Secured Parties a Lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademark registrations and applications of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

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 Administrative Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security 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 Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. [Reserved].

SECTION 5. Termination. Upon the payment in full of the Secured Obligations (other than contingent reimbursement obligations), the Administrative Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, Lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party

hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

SECTION 7. Governing Law. This Trademark Security Agreement and the transactions contemplated hereby, and all disputes between the parties under or relating to this Trademark Security Agreement or the facts or circumstances leading to its execution, whether in contract, tort or otherwise, shall be construed in accordance with and governed by the laws (including statutes of limitation) of the State of New York, without regard to conflicts of law principles that would require the application of the laws of another jurisdiction.

[signature page follows]

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

**GUGGENHEIM PARTNERS INVESTMENT  
MANAGEMENT, LLC**

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

Name: Dustin Beier

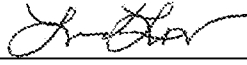
Title: Authorized Signatory

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

**TRADEMARK  
REEL: 006442 FRAME: 0399**

Accepted and Agreed:

BANK OF AMERICA, N.A.,  
as Administrative Agent

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

Name: Linda Lov

Title: Assistant Vice President

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**UNITED STATES TRADEMARK REGISTRATION AND TRADEMARK APPLICATIONS**

**Trademark Registrations:**

<b>OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
Guggenheim Partners Investment Management, LLC	4578280	BEHAVIORAL RISK INDICATOR
Guggenheim Partners Investment Management, LLC	3484832	RBP
Guggenheim Partners Investment Management, LLC	3488534	TRANSPARENT VALUE
Guggenheim Partners Investment Management, LLC	3579017	REQUIRED BUSINESS PERFORMANCE
Guggenheim Partners Investment Management, LLC	3,185,102	REQUIRED BUSINESS PERFORMANCE
Guggenheim Partners Investment Management, LLC	3023725	TRANSPARENT VALUE

**Trademark Applications:**

None.