

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

ETAS ID: TM636808

SUBMISSION TYPE:	RESUBMISSION		
NATURE OF CONVEYANCE:	ASSIGNMENT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS		
RESUBMIT DOCUMENT ID:	900598632		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Goldman Sachs Bank USA, as Collateral Agent		02/24/2021	Bank: UNITED STATES
RECEIVING PARTY DATA			
Name:	MORGAN STANLEY SENIOR FUNDING, INC., AS COLLATERAL AGENT		
Street Address:	1300 Thames Street, 4th Floor		
Internal Address:	Thames Street Wharf		
City:	Baltimore		
State/Country:	MARYLAND		
Postal Code:	21231		
Entity Type:	Bank: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	3892414	FUNDCENTRAL	
Registration Number:	2208128	GROSVENOR CAPITAL MANAGEMENT	
Registration Number:	2191937	GROSVENOR	
Registration Number:	3918184	GCM GROSVENOR CAPITAL MANAGEMENT, L.P.	
Registration Number:	4049472	GCM INVESTMENTS¶	
Registration Number:	3295944	BEST PRACTICES IN ALTERNATIVE INVESTMENT	
CORRESPONDENCE DATA			
Fax Number:	8004947512		
<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>			
Phone:	202-370-4756		
Email:	ipteam@cogencyglobal.com		
Correspondent Name:	Jay daSilva		
Address Line 1:	1025 Vermont Ave NW, Suite 1130		
Address Line 2:	COGENCY GLOBAL INC.		
Address Line 4:	Washington, D.C. 20005		

ATTORNEY DOCKET NUMBER:	1332313 TM
NAME OF SUBMITTER:	Elizabeth Wagenbach
SIGNATURE:	/Elizabeth Wagenbach/
DATE SIGNED:	04/05/2021
Total Attachments: 5 source=GCM - Trademark Cover Sheet#page2.tif source=GCM - Trademark Cover Sheet#page3.tif source=GCM - Trademark Cover Sheet#page4.tif source=GCM - Trademark Cover Sheet#page5.tif source=GCM - Trademark Cover Sheet#page6.tif	

ASSIGNMENT OF SECURITY INTEREST IN PATENTS AND TRADEMARKS, dated as of February 24, 2021 (this “**Assignment**”), by GOLDMAN SACHS BANK USA (“**Goldman Sachs**”), as existing collateral agent for the Secured Parties (as defined in the Security Agreement described below) (in such capacity, the “**Predecessor Agent**”) and MORGAN STANLEY SENIOR FUNDING, INC. (“**Morgan Stanley**”), as successor collateral agent for the Secured Parties (in such capacity, the “**Successor Agent**”).

A. Reference is made to the Credit Agreement, dated as of January 2, 2014, as amended by Amendment No. 1, dated as of August 18, 2016, Amendment No. 2, dated as of April 19, 2017, Omnibus Amendment No. 1, dated as of August 15, 2017, Amendment No. 3, dated as of August 22, 2017, Amendment No. 4, dated as of March 29, 2018, and Amendment No. 5, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), among Grosvenor Capital Management Holdings, LLLP, a Delaware limited liability limited partnership (“**Borrower**”), Grosvenor Holdings, L.L.C., an Illinois limited liability company, Grosvenor Holdings II, L.L.C., a Delaware limited liability company, GCM Grosvenor Management, LLC, a Delaware limited liability company, GCM Grosvenor Holdings, LLC, a Delaware limited liability company, GCM, L.L.C., a Delaware limited liability company, each Guarantor and GP Entity party thereto, the Lenders and Letter of Credit Issuers party thereto, and Morgan Stanley Senior Funding, Inc., as Administrative Agent, Collateral Agent and Swingline Lender. The rules of construction and other interpretive provisions specified in the Credit Agreement shall apply to this Assignment, including terms defined in the preamble and recitals hereto.

B. Reference is made to the Security Agreement dated as of January 2, 2014 (as amended, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among the Borrower, the subsidiaries of the Borrower party thereto and the Predecessor Agent.

C. Reference is made to (i) the Patent Security Agreement dated as of January 2, 2014, between GCM Customized Fund Investment Group, L.P. (“**GCM Customized**”) and the Predecessor Agent and (ii) the Trademark Security Agreement dated as of January 2, 2014, among GCM Customized, Grosvenor Capital Management, L.P. (“**GCM LP**” and, together with GCM Customized, the “**Grantors**”) and the Predecessor Agent (together, the “**Patent and Trademark Security Agreements**”), pursuant to which, among other things, each Grantor granted a security interest to the Predecessor Agent, for the benefit of the Secured Parties, in all its right, title and interest in and to the United States Patent registrations and applications and the United States Trademark registrations and applications, respectively, of such Grantor set forth in Schedule A hereto (the “**Patent and Trademark Collateral**”), which security interest was recorded on (i) January 3, 2014 with the Patent Division of the United States Patent and Trademark Office (the “**USPTO**”) at Reel/Frame 31912/167 and (ii) January 3, 2014 with the Trademark Division of the USPTO at Reel/Frame 5186/273. Capitalized terms used herein and not otherwise defined herein (including terms used in the preamble and the recitals) shall have the meanings assigned to such terms in the Patent and Trademark Security Agreements, as applicable.

D. Pursuant to the Agency Transfer Agreement, dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the “**Agency Transfer Agreement**”), among the Predecessor Agent, the Successor Agent, the Borrower and the other Credit Parties party thereto, Goldman Sachs, as the Predecessor Agent, has assigned all its right, title and interest in and to the security interest in the Patent and Trademark Collateral to Morgan Stanley, as the Successor Agent. Until now, Goldman Sachs has remained the secured party of record with the USPTO with respect to the Patent and Trademark Collateral.

SECTION 1. **Assignment.** Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Predecessor Agent hereby confirms the

assignment, pursuant to the Agency Transfer Agreement, of all its security interest in, to and under the Patent and Trademark Collateral under the Security Agreement and the Patent and Trademark Security Agreements to the Successor Agent and the Successor Agent hereby confirms its acceptance of such assignment.

SECTION 2. **Recordation.** The Predecessor Agent authorizes and requests that the Commissioner for Patents and the Commissioner for Trademarks, as applicable, and any other applicable governmental officer located in the United States record this Assignment.

SECTION 3. **Miscellaneous.** (a) This Assignment may be executed by one or more of the parties to this Assignment on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of a signature page of this Assignment by facsimile transmission or other electronic transmission (i.e., a “pdf” or “tif”) or any electronic signature complying with the U.S. federal ESIGN Act of 2000 or the New York Electronic Signature and Records Act or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes to the fullest extent permitted by Applicable Law.

(b) THIS ASSIGNMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

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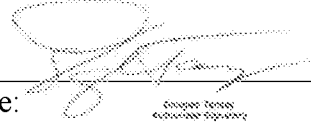
IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment
as of the day and year first above written.

GOLDMAN SACHS BANK USA, as
Predecessor Agent,

by

Name:

Title:

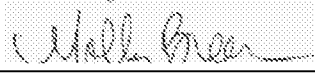


[Signature Page to Assignment of Security Interest in Patents and Trademarks]

TRADEMARK
REEL: 007248 FRAME: 0463

MORGAN STANLEY SENIOR
FUNDING, INC., as Successor Agent,

by

A handwritten signature in cursive script, appearing to read "Molly Breen", is written over a rectangular area with a light gray dot grid pattern.

Name: Molly Breen
Title: Authorized Signatory

SCHEDULE A

I. Patent

Jurisdiction	Title	Patent No.	Issue Date	Record Owner
United States	Shari'ah Compliant Private Equity Investment System	8,032,433	10/04/2011	GCM Customized Fund Investment Group, L.P.

II. Trademarks

Trademark	Reg. No.	Reg. Date	Record Owner
FUNDCENTRAL	3,892,414	12/21/2010	GCM Customized Fund Investment Group, L.P.
GROSVENOR	2,208,128	12/08/1998	Grosvenor Capital Management, L.P.
GROSVENOR CAPITAL MANAGEMENT	2,191,937	09/29/1998	Grosvenor Capital Management, L.P.
GCM GROSVENOR CAPITAL MANAGEMENT, L.P. and Design [disclaims CAPITAL MANAGEMENT L.P.]	3,918,184 (78/938,293)	02/08/2011 (07/27/2006)	Grosvenor Capital Management, L.P.
GCM INVESTMENTS and Design	4,049,472 (77/008,396)	11/01/2011 (09/27/2006)	Grosvenor Capital Management, L.P.
BEST PRACTICES IN ALTERNATIVE INVESTMENTS	3,295,944 (78/938,664)	09/18/2007 (07/27/2006)	Grosvenor Capital Management, L.P.