TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1 ETAS ID: TM861138

Stylesheet Version v1.2

SUBMISSION TYPE: NEW ASSIGNMENT NATURE OF CONVEYANCE: RELEASE OF SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
THE BANK OF NEW YORK MELLON		12/13/2023	Chartered Bank: NEW YORK

RECEIVING PARTY DATA

Name:	VIRTUS PARTNERS, INC.		
Street Address:	755 Main St		
City:	Hartford		
State/Country:	CONNECTICUT		
Postal Code:	06103-2712		
Entity Type:	Corporation: DELAWARE		

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	2384711	GOODWIN

CORRESPONDENCE DATA

Fax Number: 9735972400

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: (973)597-2500

Istrademark@lowenstein.com Email:

Correspondent Name: Matthew Hintz, Esq. Address Line 1: Lowenstein Sandler LLP Address Line 2: One Lowenstein Drive

Address Line 4: Roseland, NEW JERSEY 07068

ATTORNEY DOCKET NUMBER:	24126.25	
NAME OF SUBMITTER:	Matthew Hintz, Esq.	
SIGNATURE:	/Matthew Hintz/	
DATE SIGNED:	12/14/2023	

Total Attachments: 4

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RELEASE OF TRADEMARK SECURITY INTEREST

This RELEASE OF TRADEMARK SECURITY INTEREST ("Release") is made and effective as of December [2], 2023 and granted by THE BANK OF NEW YORK MELLON (the "Administrative Agent"), a New York state chartered bank, as administrative agent for certain secured parties in connection with the Loan Agreement referred to below (the "Secured Parties"), in favor of VIRTUS PARTNERS, INC, a Delaware corporation (the "Grantor") and its successors and assigns.

WHEREAS, pursuant to that certain Credit Agreement dated as of September 1, 2009, as amended and restated (the "Loan Agreement") among VIRTUS INVESTMENT PARTNERS, INC., the Administrative Agent and the lenders party thereto, the Grantor executed and delivered to the Administrative Agent that certain Trademark Security Agreement, dated as of September 1, 2009, by and between the Grantor and the Administrative Agent (the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreements, the Grantor pledged and granted to the Administrative Agent for the benefit of the Secured Parties a security interest in and to all of the right, title and interest of such Grantor in, to and under the Trademark Collateral (as defined below);

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office at Reel 004056, Frame 0677 on September 3, 2009; and

WHEREAS, the Grantor has requested that the Administrative Agent enter into this Release in order to effectuate, evidence and record the release and reassignment to the Grantor of any and all right, title and interest the Administrative Agent and the Secured Parties may have in the Trademark Collateral pursuant to the Trademark Security Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Administrative Agent hereby states as follows:

- 1. Release of Security Interest. Administrative Agent, on behalf of itself and the Secured Parties, their successors and assigns, hereby terminates the Trademark Security Agreement and terminates, releases and discharges any and all security interests that it has pursuant to the Trademark Security Agreement in any and all right, title and interest of the Grantor, and reassigns to the Grantor any and all right, title and interest that it may have, in, to and under the following (collectively, the "Trademark Collateral"):
 - (a) any and all trademarks, service marks, trade names, brand names, logos, trade dress, design rights and other similar designations of source, whether registered or unregistered, including the trademark registrations and applications set forth in Schedule 1 hereto, together with the goodwill connected with the use thereof and symbolized thereby and all extensions and renewals thereof ("Trademarks");
 - (b) all rights of any kind whatsoever of such Grantor accruing under any of the foregoing provided by applicable law of any jurisdiction, by international treaties and conventions and otherwise throughout the world;

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- (c) any and all royalties, fees, income, payments and other proceeds now or hereafter due or payable with respect to any and all of the foregoing; and
- (d) any and all claims and causes of action, with respect to any of the foregoing, whether occurring before, on or after the date hereof, including all rights to and claims for damages, restitution and injunctive and other legal and equitable relief for past, present and future infringement, dilution, misappropriation, violation, misuse, breach or default, with the right but no obligation to sue for such legal and equitable relief and to collect, or otherwise recover, any such damages.
- 2. <u>Further Assurances</u>. Administrative Agent agrees, at the Grantor's expense, to take all further actions, and provide to the Grantor and its successors, assigns and legal representatives all such cooperation and assistance, including, without limitation, the execution and delivery of any and all further documents or other instruments, as the Grantor and its successors, assigns and legal representatives may reasonably request in order to confirm, effectuate or record this Release.
- 3. Governing Law. This Release and any claim, controversy, dispute or cause of action (whether in contract or tort or otherwise) based upon, arising out of or relating to this Release and the transactions contemplated hereby shall be governed by, and construed in accordance with, the laws of the United States and the State of New York, without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Administrative Agent has caused this Release to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

THE BANK OF NEW YORK MELLON as Administrative Agent

Name: Joanne Carey

Title: Director

Address for Notices:

The Bank of New York Mellon 240 Greenwich Street

New York, NY 10286

Attn: Credit Services - 13th floor

ACKNOWLEDGMENT STATE OF NEW YORK

COUNTY OF NEW YORK

))SS.)

On the 13 day of December, 2023, before me personally appeared Joanne Carey, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the foregoing instrument, who, being duly sworn, did depose and say that be/she/they executed the same in his/her/their authorized capacity as the Director of The Bank of New York Mellon, the NY chartered bank described, and acknowledged the instrument to be the free act of The Bank of New York Mellon, for the uses and purposes mentioned in the instrument.

Notary Public

Printed Name:

AAN MARTERETO

My Commission Expires: [DATE]]

MAY 11, 2097

ANN MARIE REID
NOTARY PUBLIC-STATE OF NEW YORK
No. 01RE6324640
Qualified in Queens County
My Commission Expires 05-11-2027

SCHEDULE 1

TRADEMARKS

Trademark Registrations

Mark	Registration Number	Registration Date	Serial No.	Filing Date
OAKHURST	Not Available	Not Available	77505130	June 23, 2008
KNOW MORE, GUIDE RESPONSIBLY, INVEST WISELY	2857446	June 29, 2009	76489221	February 11, 2003
INVESTORS BEHAVING BADLY	2687213	February 11, 2003	76192107	January 10, 2001
COMMITTED TO INVESTOR SUCCESS	3061436	February 28, 2006	76159809	November 6, 2000
GOODWIN	2384711	September 12, 2000	7564417	October 5, 1998
DUFF & PHELPS INVESTMENT MANAGEMENT CO.	1579407	January 23, 1990	73790727	April 3, 1989
DUFF & PHELPS CREDIT RATING CO.	1575504	January 2, 1990	73790725	April 3, 1989

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