

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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)/Execution Date(s):
TimesSquare Capital Management, Inc.
Four Times Square
25th Floor
New York, NY 10036

- Individual(s)
- General Partnership
- Corporation-State
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware
Execution Date(s) November 19, 2004
Additional names of conveying parties attached? Yes No

3. Nature of conveyance:
- Assignment
 - Security Agreement
 - Other _____
 - Merger
 - Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
2500932; 2528312

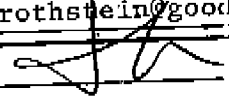
Additional sheet(s) attached? Yes No
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):
Design (Grid-TimesSquare); GLOBAL PERSPECTIVE, CLIENT FOCUS.

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: Jessica L. Rothstein
Internal Address: Goodwin Procter LLP
599 Lexington Avenue
City: New York
State: NY Zip: 10022
Phone Number: 212.813.8800
Fax Number: 212.355.3333
Email Address: jrothstein@goodwinprocter.com

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 65.00
 Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:
a. Credit Card Last 4 Numbers _____
Expiration Date _____
b. Deposit Account Number 06-0923
Authorized User Name Jessica Rothstein

9. Signature:  _____ Date December 3, 2004

Name of Person Signing Jessica L. Rothstein
Total number of pages including cover sheet, attachments, and document: 8

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

CH \$66.00 060923 2500932

**NOTICE OF
TRADEMARK ASSIGNMENT**

Effective Date: November 19, 2004

THIS TRADEMARK ASSIGNMENT ("Assignment") is dated as of this ___ day of November, 2004 by and between TimesSquare Capital Management, Inc., a corporation organized and existing under the laws of the State of Delaware, having its principal place of business at Four Times Square, 25th Floor, New York, NY 10036 ("**Assignor**") and TimesSquare Capital Management, LLC, a limited liability company organized and existing under the laws of the State of Delaware, and having its principal place of business at Four Times Square, 25th Floor, New York, NY 10036 ("**Assignee**").

WHEREAS Assignor is the sole owner of all rights, title and interest in and to those trademarks, service marks and trade names set forth in Exhibit A annexed hereto and made a part hereof, including all applications or registrations therefor (collectively the "**Trademarks**"), and as of the Effective Date of this Assignment is using the Trademarks in commerce, and is the owner of any registrations related thereto;

WHEREAS, Assignee is desirous of acquiring said Trademarks, including, but not limited to, the registrations thereof and all goodwill pertaining thereto;

WHEREAS, CIGNA Corporation ("**CIGNA**"), Assignor and TimesSquare Acquisition, LLC ("**TSA**") are parties to that certain Asset Purchase Agreement dated as of September 14, 2004 (the "**Asset Purchase Agreement**") pursuant to which, among other things, Assignor is obligated to assign to TSA all right, title and interest in and to certain intellectual property assets used in its equity investment advisory business, including, but not limited to the Trademarks;

WHEREAS, pursuant to that certain Letter Agreement dated as of November [], 2004, by and among CIGNA, Assignor, Affiliated Managers Group, Inc. and TSA (the "**Letter Agreement**"), TSA has directed that Assignor convey, assign and deliver directly to Assignee, instead of to TSA, all of Assignor's right, title and interest in the Acquired Assets (as such term is defined in the Purchase Agreement); and

WHEREAS, the execution and delivery of this Assignment is a condition to the closing of the transactions contemplated in the Asset Purchase Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, effective as of the Effective Date hereof and subject only to the terms and conditions of the Asset Purchase Agreement and the Letter Agreement, the parties agree as follows:

1. Assignor on behalf of itself, its subsidiaries, its affiliates and any related companies of Assignor hereby transfers, conveys, and assigns to Assignee all right, title, and interest in and to the Trademarks, together with the goodwill associated with the Trademarks, including all federal and state trademark registrations thereof and applications therefor, as well as all common law

rights thereto. Assignee shall have the sole right to sue and recover for, and the right to profits or damages due or accrued and arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to said Trademarks, including but not limited to any such infringement, dilution, damage or injury to the registrations thereof or goodwill associated therewith.

2. Assignee hereby accepts the foregoing Assignment.

3. Assignee, at its own cost and expense, shall record a fully executed copy of this Assignment with the United States Patent and Trademark Office or any other agency having jurisdiction over the ownership of the Trademarks. Assignor agrees to execute and deliver all such other and further documents as may be necessary to vest all right, title and interest in and to the Trademarks to Assignee.

4. Assignor shall make no further use of the Trademarks, except as may be specified in the Asset Purchase Agreement, the Transition Services Agreement of even date herewith between Assignor and TimesSquare LLC or any agreements related thereto, nor shall Assignor challenge Assignee's use or ownership of the Trademarks after the date of this Assignment.

5. No modifications of or additions to this Assignment shall have effect unless in writing and properly executed by both parties, making specific reference to this Assignment by date, parties, and subject matter. This Assignment and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles. This Assignment may be executed in counterparts, each of which shall be considered an original.

[The remainder of this page has been intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives, on the date first set forth above, with effect as of the date first set forth above.

ASSIGNOR:

TIMESQUARE CAPITAL
MANAGEMENT, INC.

ASSIGNEE:

TIMESQUARE CAPITAL
MANAGEMENT, LLC

By: _____
Name:
Title:

By: *Grant R. Babyle*
Name: GRANT R. BABYLE
Title: Managing Director CEO

(SIGNATURE PAGE TO TRADEMARK ASSIGNMENT)

LIBNY/433375.5

STATE OF New York)
COUNTY OF New York) SS.

On this 17th day of November before me personally appeared Grant Babayak, to me personally known, who, being by me duly sworn, did say that (s)he is the Managing Director/CEO of TimesSquare Capital Management, LLC, a Delaware limited liability company, and that said instrument was signed and sealed on behalf of said limited liability company, by all necessary authority; and said Managing Director/CEO acknowledged said instrument to be the free act and deed of said limited liability company.

In witness whereof, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written.

[Signature]
Notary Public
My Commission Expires: 7/17/07



JOY L. HUNT
Notary Public, State of New York
No. 01HU6046818
Qualified in New York County
Commission Expires July 17, 2007

11/18/2004 23:27 FAX 860 226 8685
11/17/2004 15:55 FAX 1 917 342 7003

LEGAL
TSCM EQUITY

008
011

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed by their respective duly authorized representatives, on the date first set forth above, with effect as of the date first set forth above.

ASSIGNOR:

**TIMESQUARE CAPITAL
MANAGEMENT, INC.**

ASSIGNEE:

**TIMESQUARE CAPITAL
MANAGEMENT, LLC**

By: *[Signature]*
Name: *Dennis J. Sigg*
Title: *President*

By: _____
Name:
Title:

[SIGNATURE PAGE TO TRADEMARK ASSIGNMENT]

LIBNY/4333752

11/18/2004 23:27 FAX 860 226 8685
11/17/2004 15:56 FAX 1 917 342 7903

LEGAL
TSCM EQUITY

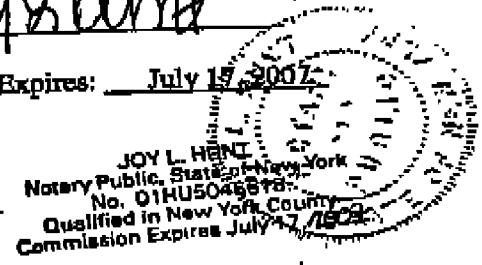
007
012

STATE OF NEW YORK)
) SS.
COUNTY OF NEW YORK)

On this 17th day of November, 2004, before me personally appeared Daniel Sigg, to me personally known, who, being by me duly sworn, did say that (s)he is the President of TimesSquare Capital Management, Inc., a Delaware corporation, and that said instrument was signed and sealed on behalf of said corporation, by all necessary authority; and said President acknowledged said instrument to be the free act and deed of said corporation.

In witness whereof, I have hereunto attached my hand and notarial seal, at the County and State aforesaid on the day and year last above written.

Joy L. Hent
Notary Public
My Commission Expires: July 17, 2007



LIBNY/433375.5

EXHIBIT A**MARKS**

COUNTRY	MARK	STATUS	CLASS(ES)	REG. NO.	Registration Date
U.S.	Design (Grid - TimesSquare)	Registered	36	2,500,932	October 23, 2001
U.S.	GLOBAL PERSPECTIVE. CLIENT FOCUS.	Registered	36	2,528,312	January 8, 2002