

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Virtus Partners, Inc.		09/01/2009	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon		
Street Address:	One Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10286		
Entity Type:	New York Banking Corporation:		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Serial Number:	77505130	OAKHURST	
Registration Number:	2857446	KNOW MORE. GUIDE RESPONSIBLY. INVEST WISELY.	
Registration Number:	2687213	INVESTORS BEHAVING BADLY	
Registration Number:	3061436	COMMITTED TO INVESTOR SUCCESS	
Registration Number:	2384711	GOODWIN	
Registration Number:	1579407	DUFF & PHELPS INVESTMENT MANAGEMENT CO.	
Registration Number:	1575504	DUFF & PHELPS CREDIT RATING CO.	
CORRESPONDENCE DATA			
Fax Number:	(212)541-4630		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-541-2341		
Email:	patricia.werner@bryancave.com		
Correspondent Name:	Patricia L. Werner		
Address Line 1:	1290 Avenue of the Americas		
Address Line 2:	Bryan Cave LLP		

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**TRADEMARK
 REEL: 004056 FRAME: 0676**

Address Line 4: New York, NEW YORK 10104

ATTORNEY DOCKET NUMBER: 0228945

NAME OF SUBMITTER: Patricia L. Werner

Signature: /patricialwerner/

Date: 09/03/2009

Total Attachments: 5

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of September 1, 2009 (this "Agreement"), among VIRTUS PARTNERS, INC., a Delaware corporation (the "Grantor"), and THE BANK OF NEW YORK MELLON, as Administrative Agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement, dated as of September 1, 2009 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Virtus Investment Partners, Inc. (the "Borrower"), the Lenders party thereto and the Administrative Agent, (b) the Guarantee Agreement, dated as of September 1, 2009 (as amended, supplemented or otherwise modified from time to time, the "Guarantee Agreement"), among the Borrower, the Subsidiary Guarantors party thereto (including the Grantor) and the Administrative Agent, and (c) the Security Agreement, dated as of September 1, 2009 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, the Subsidiary Guarantors party thereto (including the Grantor) and the Administrative Agent.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Subsidiary Guarantors (including the Grantor) agreed to guarantee the obligations of the Borrower pursuant to the Guarantee Agreement and the Borrower and the Subsidiary Guarantors (including the Grantor) secured their obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Guarantors (including the Grantor) are subsidiaries of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement. The rules of interpretation specified in Sections 1.2, 1.3 and 1.4 of the Credit Agreement shall be applicable to this Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does bargain, sell, convey, assign, set over, mortgage, pledge, hypothecate and transfer to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, and hereby grants to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, uniform resource locations (URL's), domain names, designs and general

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intangibles of like nature, now existing or hereafter adopted or acquired, in each case listed on Schedule I hereto, all registrations and recordings thereof and all registration and recording applications filed in connection therewith in the United States Patent and Trademark Office and all reissues, continuations, extensions and renewals thereof and amendments thereto (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks;

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks; and

(d) all proceeds thereof, including all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto.

3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. The 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 Security 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 Security Agreement, the terms of the Security Agreement shall govern.


4. 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 transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.

[Remainder of this page intentionally left blank]

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

VIRTUS PARTNERS, INC.

By: 
Name: Michael A. Angerthal
Title: Executive Vice President , Chief Financial Officer

THE BANK OF NEW YORK MELLON
as Administrative Agent

By: _____
Name: Richard G. Shaw
Title: Vice President

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

VIRTUS PARTNERS, INC.

By: _____

Name: Michael A. Angerthal

Title: Executive Vice President , Chief Financial
Officer

THE BANK OF NEW YORK MELLON

as Administrative Agent

By:  _____

Name: Richard G. Shaw

Title: Vice President

SCHEDULE I

TRADEMARKS

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Serial No.</u>	<u>Filing Date</u>
OAKHURST	Not Available	Not Available	77505130	June 23, 2008
KNOW MORE. GUIDE RESPONSIBLY. INVEST WISELY.	2857446	June 29, 2008	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	75564417	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

Virtus Partners, Inc. Trademark Security Agreement