

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM364224

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Arnhold and S. Bleichroeder Holdings, Inc.		12/01/2015	CORPORATION: DELAWARE
First Eagle Investment Management, LLC		12/01/2015	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Morgan Stanley Senior Funding, Inc., as the Collateral Agent		
<b>Street Address:</b>	1300 Thames Street		
<b>Internal Address:</b>	4th Floor		
<b>City:</b>	Baltimore		
<b>State/Country:</b>	MARYLAND		
<b>Postal Code:</b>	21231		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3862012		
<b>Registration Number:</b>	3862011	FIRST EAGLE INVESTMENT MANAGEMENT	
<b>Registration Number:</b>	3791427	FIRST EAGLE INVESTMENT MANAGEMENT	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	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>			
<b>Phone:</b>	202-370-4750		
<b>Email:</b>	ipteam@nationalcorp.com		
<b>Correspondent Name:</b>	Dwayne C. Houston		
<b>Address Line 1:</b>	1025 Vermont Avenue NW, Suite 1130		
<b>Address Line 2:</b>	National Corporate Research, Ltd.		
<b>Address Line 4:</b>	Washington, D.C. 20005		
<b>ATTORNEY DOCKET NUMBER:</b>	F159846		
<b>NAME OF SUBMITTER:</b>	Karen S. Cottrell		
<b>SIGNATURE:</b>	/Karen S. Cottrell/		

OP \$90.00 3862012

<b>DATE SIGNED:</b>	12/02/2015
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**Total Attachments: 6**

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**TRADEMARK SECURITY AGREEMENT**

**Trademark Security Agreement**, dated as of December 1, 2015, by ARNHOLD AND S. BLEICHROEDER HOLDINGS, INC. and FIRST EAGLE INVESTMENT MANAGEMENT, LLC (individually, a “**Grantor**”, and, collectively, the “**Grantors**”), in favor of MORGAN STANLEY SENIOR FUNDING, INC., in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the “**Collateral Agent**”).

**W I T N E S S E T H:**

WHEREAS, the Grantors are party to a Security Agreement, dated as of December 1, 2015 (as amended, amended and restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”) in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Grantors hereby agree with the Collateral 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. Each Grantor hereby pledges and grants to the Collateral 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 Collateral (excluding any Excluded Assets) of such Grantor:

(a) registered Trademarks and Trademarks with respect to which applications for registration are pending of such Grantor listed on Schedule I attached hereto.

SECTION 3. The Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Grantors hereby acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. 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 unless the Collateral Agent shall otherwise determine.

SECTION 4. Termination. Upon the termination of the Security Agreement in accordance with Section 6.11 thereof, the Collateral Agent shall, at the expense of such Grantor, execute, acknowledge, and deliver to the Grantors an instrument reasonably requested by such Grantor in writing in recordable form releasing the lien on and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. 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. Delivery of an executed signature page to this Trademark Security Agreement by facsimile or other electronic transmission shall be effective as delivery of a manually signed counterpart of this Trademark Security Agreement.

SECTION 6. Intercreditor Agreements. Notwithstanding any provision to the contrary contained herein, the terms of this Trademark Security Agreement, the Liens created hereby and the rights and remedies of the Collateral Agent hereunder are subject to the terms of each applicable Intercreditor Agreement. In the event of any conflict or inconsistency between the terms of this Trademark Security Agreement and an Intercreditor Agreement, the terms of that Intercreditor Agreement shall govern.

[Signature pages follow.]

**ARNHOLD AND S. BLEICHROEDER  
HOLDINGS, INC.**

By:   
Name: Lynn Perkins  
Title: Chief Financial Officer

**FIRST EAGLE INVESTMENT  
MANAGEMENT, LLC**

By:   
Name: Lynn Perkins  
Title: Chief Financial Officer

MORGAN STANLEY SENIOR FUNDING,  
INC., as Collateral Agent

By: F. Michael Manfredi  
Name: F. MICHAEL MANFREDI  
Title: AUTHORIZED SIGNATORY

**Schedule I**  
**Trademark Registrations and Use Applications**

[See attached]

**SCHEDULE I**

**U.S. Trademarks/Trademark Applications**

<b>Title</b>	<b>Reg. No./App. No.</b>
DESIGN ONLY	3862012
FIRST EAGLE INVESTMENT MANAGEMENT & design	3862011
FIRST EAGLE INVESTMENT MANAGEMENT	3791427