

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM461853

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE OF SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Morgan Stanley Senior Funding, Inc.		02/12/2018	Corporation: DELAWARE
RECEIVING PARTY DATA			
Name:	Victory Capital Management Inc.		
Street Address:	4900 Tiedeman Road		
Internal Address:	4th Floor		
City:	Brooklyn		
State/Country:	OHIO		
Postal Code:	44144		
Entity Type:	Corporation: NEW YORK		
PROPERTY NUMBERS Total: 8			
Property Type	Number	Word Mark	
Registration Number:	3509857	VICTORY CAPITAL ADVISERS	
Registration Number:	2696403	VICTORY CAPITAL MANAGEMENT	
Registration Number:	2698506	VICTORYCONNECT	
Registration Number:	1929572	VICTORY FUNDS	
Registration Number:	2387387	MUNDER	
Registration Number:	3785466	MUNDER CAPITAL MANAGEMENT	
Registration Number:	2387386	THE MUNDER FUNDS	
Registration Number:	2382741	MUNDER CAPITAL MANAGEMENT	
CORRESPONDENCE DATA			
Fax Number:			
<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:	212.318.6532		
Email:	alanagramer@paulhastings.com		
Correspondent Name:	Katherine Forer, Esq.		
Address Line 1:	200 PARK AVE, 28TH FLOOR		
Address Line 2:	C/O PAUL HASTINGS LLP		
Address Line 4:	NEW YORK, NEW YORK 10166		

OP \$215.00 3509857

ATTORNEY DOCKET NUMBER:	F175490 release 5392/0005
NAME OF SUBMITTER:	ALANA GRAMER
SIGNATURE:	/ALANA GRAMER/
DATE SIGNED:	02/12/2018
Total Attachments: 4 source=Victory - Trademark Release (5392.0005)(133547299_1)#page2.tif source=Victory - Trademark Release (5392.0005)(133547299_1)#page3.tif source=Victory - Trademark Release (5392.0005)(133547299_1)#page4.tif source=Victory - Trademark Release (5392.0005)(133547299_1)#page5.tif	

RELEASE OF SECURITY INTEREST IN TRADEMARKS

This RELEASE OF SECURITY INTEREST IN TRADEMARKS (this “Release”), dated as of February 12, 2018 (the “Effective Date”), is made by Morgan Stanley Senior Funding, Inc., in its capacity as Administrative Agent (the “Agent”), in favor of the grantor party identified on the signature page hereto (the “Grantor”).

WHEREAS, pursuant to that certain Collateral Agreement, dated as of October 31, 2014, by and among the Agent, the Grantor and certain other parties thereto (as amended, amended and restated, or otherwise modified from time to time, the “Security Agreement”), the Grantor granted to the Agent, in its capacity as Administrative Agent, a security interest in and to certain collateral;

WHEREAS, pursuant to the Security Agreement, the Grantor executed and delivered a Trademark Security Agreement, dated as of October 31, 2014 (the “Trademark Security Agreement”), for recordal with the United States Patent and Trademark Office;

WHEREAS, the Trademark Security Agreement was recorded with the United States Patent and Trademark Office on October 31, 2014 at Reel/Frame 5392/0005;

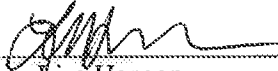
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Agent hereby agrees as follows:

1. Defined Terms. All capitalized terms used, but not otherwise defined herein, shall have the respective meanings ascribed in or otherwise referenced in the Security Agreement or the Trademark Security Agreement, as applicable.
2. Release. The Agent, without representation or warranty of any kind, hereby absolutely, unconditionally and irrevocably releases, discharges, terminates and cancels all of its security interest in and to the Trademark Collateral, including the trademark registrations and applications set forth Schedule I attached hereto, arising under or granted pursuant to the Security Agreement and the Trademark Security Agreement. If and to the extent that the Agent has acquired any right, title or interest in and to the Trademark Collateral under the Trademark Security Agreement, the Agent, without representation or warranty of any kind, hereby absolutely, unconditionally and irrevocably re-transfers, re-conveys and re-assigns all such right, title and interest to the Grantor. The Agent authorizes and requests that the Commissioner for Trademarks of the USPTO and any other applicable government officer or relevant governmental authority record this Release.
3. Termination. The Agent, without representation or warranty of any kind, terminates and cancels the Trademark Security Agreement.
4. Further Assurances. The Agent agrees to take all further actions, and provide to the Grantor and its successors, assigns or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all documents or other instruments), reasonably requested by the Grantor, at the Grantor’s sole cost and expense, to more fully and effectively effectuate the purposes of this Release.
5. Governing Law. This Release shall be governed exclusively under the laws of the State of New York, without regard to conflicts of law or choice of law principles.

[Signature pages follow]

IN WITNESS WHEREOF, the Agent has caused this Release to be executed by its duly authorized representative as of the Effective Date:

**Morgan Stanley Senior Funding, Inc., acting
in its capacity as administrative agent for the
Lenders**


By: 
Name: Lisa Hanson
Title: Vice President

[Signature page to Release of Security Interests in Trademarks (VCM)]

**TRADEMARK
REEL: 006271 FRAME: 0231**

GRANTOR:

Victory Capital Management Inc.

By:  _____

Name: Terence F. Sullivan

Title: Chief Financial Officer and Treasurer

[Signature Page to Release of Security Interests in Trademarks (VCM)]

TRADEMARK
REEL: 006271 FRAME: 0232

Schedule I

Trademark	Application Serial Number	Application Date	Registration Number	Registration Date	Owner
VICTORY CAPITAL ADVISERS	78203493	1/15/2003	3509857	9/30/2008	Victory Capital Management Inc.
VICTORY CAPITAL MANAGEMENT	76210139	2/14/2001	2696403	3/11/2003	Victory Capital Management Inc.
VICTORYCONNECT	76245136	4/23/2001	2698506	3/18/2003	Victory Capital Management Inc.
VICTORY FUNDS	74567276	8/29/1994	1929572	10/24/1995	Victory Capital Management Inc.
MUNDER	75694426	4/29/1999	2387387	9/19/2000	Victory Capital Management Inc. (formerly known as Munder capital Management, LLC formerly known as Munder Capital Management)
	77499607	6/16/2008	3785466	5/4/2010	Victory Capital Management Inc. (formerly known as Munder capital Management, LLC formerly known as Munder Capital Management)
THE MUNDER FUNDS	75694425	4/29/1999	2387386	9/19/2000	Victory Capital Management Inc. (formerly known as Munder capital Management, LLC formerly known as Munder Capital Management)
MUNDER CAPITAL MANAGEMENT	75694424	4/29/1999	2382741	9/5/2000	Victory Capital Management Inc. (formerly known as Munder capital Management, LLC formerly known as Munder Capital Management)