

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM514357

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Virtus Partners Holdings, LLC		03/12/2019	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Wilmington Trust, National Association		
Street Address:	50 South Sixth Street, Suite 1290		
City:	Minneapolis		
State/Country:	MINNESOTA		
Postal Code:	55402		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	88033730	VIRTUS PARTNERS	
CORRESPONDENCE DATA			
Fax Number:	9495676710		
<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:	9495676710		
Email:	mweddington@orrick.com		
Correspondent Name:	Orrick, Herrington & Sutcliffe LLP		
Address Line 1:	2050 Main St., Suite 1100		
Address Line 4:	Irvine, CALIFORNIA 92614		
ATTORNEY DOCKET NUMBER:	39368.2		
NAME OF SUBMITTER:	Stephanie Hsu		
SIGNATURE:	/Steph Hsu/		
DATE SIGNED:	03/14/2019		
Total Attachments: 4			
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GRANT OF TRADEMARK SECURITY INTEREST

THIS GRANT OF TRADEMARK SECURITY INTEREST, dated as of March 12, 2019, is executed by VIRTUS PARTNERS HOLDINGS, LLC, a Delaware limited liability company (the “Grantor”), in favor of WILMINGTON TRUST, NATIONAL ASSOCIATION, as administrative agent for the Lenders (in such capacity, together with any successors and assigns in such capacity, the “Administrative Agent”) for the financial institutions which are from time to time parties to the Credit Agreement referred to in Recital A below (collectively, the “Lenders”). Unless otherwise defined herein, all other capitalized terms used herein and defined in the Credit Agreement shall have the respective meanings given to those terms in the Credit Agreement.

A. Pursuant to that certain Second Lien Credit Agreement, dated as of November 1, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Credit Agreement”), among the Grantor, the Administrative Agent and the Lenders party thereto, the Lenders have agreed to extend loans and other financial accommodations to the Grantor upon the terms and subject to the conditions set forth therein.

B. The Grantor owns the trademarks, more particularly described on Schedules 1-A and 1-B annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office (collectively, the “Trademarks”).

C. The Grantor and the Administrative Agent have entered into a Security Agreement, dated as of November 1, 2018 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”), in favor of the Administrative Agent, pursuant to which the Grantor is required to execute and deliver this Grant of Trademark Security Interest.

D. Pursuant to the Security Agreement, the Grantor has granted to the Administrative Agent a security interest in all right, title and interest of the Grantor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof (excluding any U.S. intent-to-use application unless and until a statement of use or amendment to allege use shall have been filed with and accepted by the U.S. Patent and Trademark Office), and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the “Collateral”), to secure the prompt payment, performance and observance of the Obligations.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby further grant to the Administrative Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent with respect to the security interest in the Collateral made and granted hereby 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.

The Administrative Agent's address is:

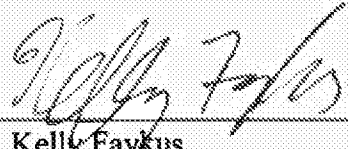
Wilmington Trust, National Association
50 South Sixth Street, Suite 1290
Minneapolis, MN 55402
Attn: Virtus Partners Administrators

This Grant of Trademark Security Interest shall be governed by, construed and enforced in accordance with, the internal law of the State of New York without reference to conflicts of law rules other than Section 5-1401 of the General Obligations Law of the State of New York except that matters concerning the validity and perfection of a security interest shall be governed by the conflict of law rules set forth in the UCC. The Grantor hereby consents to the application of New York civil law to the construction, interpretation and enforcement of this Grant of Trademark Security Interest, and to the application of New York civil law to the procedural aspects of any suit, action or proceeding relating thereto, including, but not limited to, legal process, execution of judgments and other legal remedies.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Grantor has caused this Grant of Trademark Security Interest to be executed as of the day and year first above written.

VIRTUS PARTNERS HOLDINGS, LLC

By: 
Name: C. Kelly Faykus
Title: Chief Executive Officer

Signature Page to Grant of Trademark Security Interest

**TRADEMARK
REEL: 006591 FRAME: 0503**

SCHEDULE 1-A TO GRANT OF TRADEMARK SECURITY INTEREST

TRADEMARKS

N/A

SCHEDULE 1-B TO GRANT OF TRADEMARK SECURITY INTEREST

TRADEMARK APPLICATIONS

Mark	Number	Class and Description	Application Date
VIRTUS PARTNERS	88/033730	Class 36: Financial services, namely, front, middle and back-office fixed-income and multi-asset class administrative and analytical services for investment managers and financial institutions which include integrated collateral administration services for structured transactions, middle-office outsourcing, global loan data, loan trading, settlements and agency, portfolio and fund accounting, analytics and software solutions.	Jul-11-2018