

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The TCW Group, Inc.		02/06/2013	CORPORATION: NEVADA

RECEIVING PARTY DATA

Name:	JPMorgan Chase Bank, N.A.
Street Address:	500 Stanton Christiana Road, Floor 3, Ops 2
City:	Newark
State/Country:	DELAWARE
Postal Code:	19713-2107
Entity Type:	Association: UNITED STATES

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Registration Number:	3427531	ALPHA SERIES
Registration Number:	3427532	TCW ALPHA SERIES
Registration Number:	3432100	RISKCOMP
Registration Number:	3732378	INSIGHT THAT WORKS FOR YOU
Registration Number:	1731608	TCW
Registration Number:	1747418	TCW
Registration Number:	3664901	TCW INSIGHT THAT WORKS FOR YOU
Registration Number:	3483209	TCW LIFEPLAN FUNDS
Serial Number:	85159386	GALILEO FUNDS

CORRESPONDENCE DATA

Fax Number:

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Email: daniel.cote@thomsonreuters.com

Correspondent Name: Elaine Carrera, Legal Assistant

Address Line 1: 80 Pine Street  
Address Line 2: c/o Cahill Gordon & Reindel LLP  
Address Line 4: New York, NEW YORK 10005

NAME OF SUBMITTER: Elaine Carrera, Legal Assistant

Signature: /daniel cote thomsonreuters/

Date: 02/07/2013

Total Attachments: 6  
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### 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):**

The TCW Group, Inc.

- Individual(s)
- Partnership
- Corporation- State: NV
- Other \_\_\_\_\_

Citizenship (see guidelines) USA

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance/Execution Date(s) :**

Execution Date(s) February 6, 2013

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: JPMorgan Chase Bank, N.A.

Street Address: 500 Stanton Christiana Rd., Fl. 3, Ops 2

City: Newark

State: DE

Country: USA Zip: 19713-2107

- Individual(s) Citizenship \_\_\_\_\_
- Association Citizenship USA
- Partnership Citizenship \_\_\_\_\_
- Limited Partnership Citizenship \_\_\_\_\_
- Corporation Citizenship \_\_\_\_\_
- Other \_\_\_\_\_ Citizenship \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) \_\_\_\_\_ Text \_\_\_\_\_

B. Trademark Registration No.(s) \_\_\_\_\_

See Schedule I

See Schedule I

Additional sheet(s) attached?  Yes  No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

**5. Name & address of party to whom correspondence concerning document should be mailed:**

Name: Elaine Carrera, Legal Assistant

Internal Address: \_\_\_\_\_

Street Address: c/o Cahill Gordon & Reindel LLP  
80 Pine Street

City: New York

State: NY Zip: 10005

Phone Number: (212) 701-3365

Docket Number: \_\_\_\_\_

Email Address: ecarrera@cahill.com

**6. Total number of applications and registrations involved:**

9

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ \_\_\_\_\_**

- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:** Elaine Carrera  
Signature

February 6, 2013  
Date

Elaine Carrera

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Branch, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

**NOTICE AND CONFIRMATION OF GRANT OF  
SECURITY INTEREST IN TRADEMARKS**

NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS (the "Agreement"), dated as of February 6, 2013, made by THE TCW GROUP, INC., a Nevada corporation (the "Grantor"), in favor of JPMORGAN CHASE BANK, N.A., as Administrative Agent (the "Agent"), on behalf of the Secured Parties, as defined in the Credit Agreement, dated as of February 6, 2013, among Clipper Acquisitions Corp. (the "Borrower"), Clipper Intermediate Corp. ("Holdings"), the Lenders and the Agent (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement").

WHEREAS, pursuant to the Credit Agreement, the Lenders and Letter of Credit Issuers have severally agreed to make their respective Extensions of Credit to the Borrower subject to the terms and conditions set forth therein; and

WHEREAS, in connection with the Credit Agreement, the Grantor, the Borrower, Holdings and the other parties thereto have executed and delivered that certain Security Agreement, dated as of February 6, 2013, in favor of the Agent (together with all amendments and modifications, if any, from time to time thereafter made thereto, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, the Grantor granted to the Agent, for the ratable benefit of the Secured Parties, a security interest in all of its Intellectual Property, including the Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees as follows:

1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Security Agreement.

2. Confirmation of Grant of Security Interest. The Grantor hereby confirms that it granted to the Agent, for the ratable benefit of the Secured Parties, and hereby does grant, a security interest in and continuing lien on all of such Grantor's right, title and interest in (subject only to Liens permitted under the Credit Agreement) and to all Trademarks now owned or anytime hereafter acquired by such Grantor or in which such Grantor now has or at any time in the future may acquire any right, title and interest and, to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to the foregoing as collateral security for the prompt and complete payment and performance when due (whether as stated maturity, by acceleration or otherwise) of the Obligations; provided, however, that no security interest is granted in any Excluded Property.

3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest with the United States Patent and Trademark

Office. This Agreement is expressly subject to the terms and conditions of the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Parties thereunder) shall remain in full force and effect in accordance with its terms.

4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are more fully set forth in the Credit Agreement and the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.


\* \* \*

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the Grantor and the Agent have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

THE TCW GROUP, INC.,  
as a Grantor

By:   
Name: David B. Lippman  
Title: Chief Executive Officer

By:   
Name: David S. DeVito  
Title: Executive Vice President

JPMORGAN CHASE BANK, N.A.,  
as the Agent

By:

Name:

Title:

*Jack A. Matteis*  
Jack Matteis

Executive Director

JPMorgan

SCHEDULE I

Trademark Registrations

<b>MARK</b>	<b>OWNER</b>	<b>REGISTRATION/ SERIAL NO.</b>
"Alpha Series"	The TCW Group, Inc	3,427,531
"TCW Alpha Series"	The TCW Group, Inc	3,427,532
"Riskcomp"	The TCW Group, Inc	3,432,100
"Insight That Works for You"	The TCW Group, Inc	3,732,378
"TCW"	The TCW Group, Inc	1,731,608
"TCW and design"/"TCW in a Box"	The TCW Group, Inc	1,747,418
"TCW Insight That Works for You"	The TCW Group, Inc	3,664,901
"TCW LifePlan Funds"	The TCW Group, Inc	3,483,209

Trademark Applications

<b>MARK</b>	<b>OWNER</b>	<b>REGISTRATION/ SERIAL NO.</b>
"Galileo Funds"	The TCW Group, Inc.	85/159,386