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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
MUNDER CAPITAL MANAGEMENT		l12/29/2006 l	General Partnership: DELAWARE

RECEIVING PARTY DATA

Name:	CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as Administrative Agent
Street Address:	11 Madison Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10010
Entity Type:	Bank:

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Registration Number:	2377175	INVESTMENTS FOR ALL SEASONS
Registration Number:	2377176	LIFESTYLE FUNDS
Registration Number:	1851169	MULTI-SEASON
Registration Number:	1843868	MULTI-SEASON GROWTH FUND
Registration Number:	2387387	MUNDER
Registration Number:	2707570	MUNDER @VANTAGE FUND
Registration Number:	2382741	MUNDER CAPITAL MANAGEMENT
Registration Number:	2223085	NETNET
Registration Number:	2810030	
Registration Number:	2387386	THE MUNDER FUNDS
Registration Number:	2454682	MUNDER FUTURE TECHNOLOGY FUND
Registration Number:	2707569	MUNDER @VANTAGE

CORRESPONDENCE DATA

TRADEMARK REEL: 003504 FRAME: 0576

Fax Number: (312)701-7711 Correspondence will be sent via US Mail when the fax attempt is unsuccessful. Phone: 312-701-7237 Email: cdore@mayerbrownrowe.com Correspondent Name: Christopher Dore Address Line 1: 71 S. Wacker Drive Address Line 2: Mayer Brown Rowe & Maw LLP Chicago, ILLINOIS 60606-4637 Address Line 4: NAME OF SUBMITTER: Christopher Dore Signature: /Christopher Dore/ Date: 03/21/2007 **Total Attachments: 8** source=Scan001#page1.tif

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> TRADEMARK REEL: 003504 FRAME: 0577

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of December 29, 2006 (this "Agreement"), is made by MUNDER CAPITAL MANAGEMENT, a Delaware general partnership (the "Grantor"), in favor of CREDIT SUISSE, CAYMAN ISLANDS BRANCH, as the administrative agent (together with its successor(s) thereto in such capacity, the "Administrative Agent") for each of the Secured Parties.

WITNESSETH:

WHEREAS, pursuant to a Credit Agreement, dated as of December 29, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), among Munder Capital Management (the "Borrower"), Munder Capital Holdings, LLC, a Delaware limited liability company ("Holdings"), Munder Capital Holdings II, LLC, a Delaware limited liability company ("Holdings II" and, together with Holdings, the "Parents"), the various financial institutions from time to time party thereto as lenders (the "Lenders"), the Administrative Agent and Credit Suisse Securities (USA) LLC, as the Lead Arranger and Sole Book Runner, the Lenders and the Issuers have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement in favor of the Administrative Agent, dated as of December 29, 2006 (as amended, supplemented, amended and restated or otherwise modified from time to time, the "Security Agreement");

WHEREAS, pursuant to the Credit Agreement and pursuant to clause (e) of Section 4.5 of the Security Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Administrative Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Obligations; and

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor agrees, for the benefit of each Secured Party, as follows:

SECTION 1. <u>Definitions</u>. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided (or incorporated by reference) in the Security Agreement.

SECTION 2. <u>Grant of Security Interest</u>. The Grantor hereby grants to the Administrative Agent, for its benefit and the ratable benefit of each other Secured Party, a continuing security interest in all of Grantor's right, title and interest in and to the following

Trademark Security Agreement TRADEMARK
REEL: 003504 FRAME: 0578

property, whether now or hereafter existing or acquired by the Grantor (the "<u>Trademark Collateral</u>"):

- (a) (i) all of its Trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos and other source or business identifiers, and all goodwill of the business associated therewith, now existing or hereafter adopted or acquired including those referred to in Item A of <a href="Schedule I hereto, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any other country or political subdivision thereof or otherwise, and all common-law rights relating to the foregoing, and (ii) the right to obtain all reissues, extensions or renewals of the foregoing (collectively referred to as the "Trademark");
- (b) all Trademark licenses for the grant by or to the Grantor of any right to use any Trademark, including each Trademark license referred to in <u>Item B</u> of <u>Schedule I</u> hereto:
- (c) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clause (a), and to the extent applicable clause (b);
- (d) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (a) and, to the extent applicable, clause (b); and
- (e) all Proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license and all rights corresponding thereto throughout the world.
- SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Administrative Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted in furtherance of, and not in limitation of, the security interest granted to the Administrative Agent for its benefit and the ratable benefit of each other Secured Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Administrative Agent and each Secured Party thereunder) shall remain in full force and effect in accordance with its terms.
- SECTION 4. Release of Liens. Upon (i) the Disposition of Trademark Collateral in accordance with the Credit Agreement or (ii) the occurrence of the Termination Date, the security interests granted herein shall automatically terminate with respect to (A) such Trademark Collateral (in the case of clause (i)) or (B) all Trademark Collateral (in the case of clause (ii)). Upon any such Disposition or termination, the Administrative Agent will, at the

Grantor's sole expense, deliver to the Grantor, without any representations, warranties or recourse of any kind whatsoever, all Trademark Collateral held by the Administrative Agent hereunder, and execute and deliver to the Grantor such Documents as the Grantor shall reasonably request to evidence such termination.

SECTION 5. Acknowledgment. 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 Trademark Collateral granted hereby are more fully set forth in 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.

SECTION 6. <u>Loan Document</u>. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions thereof, including Article X thereof.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

* * * * *

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed and delivered by Authorized Officer as of the date first above written.

MUNDER CAPITA

By: Name:

Title:

Trademark Security Agreement

CREDIT SUISSE, CAYMAN ISLANDS BRANCH,

as Administrative Agent

By:

Name: WANES

Title:

VANESSA GOMEZ VICE PRESIDENT

By:

Name: JAMES NEIRA ASSOCIATE

Trademark Security Agreement

TRADEMARK REEL: 003504 FRAME: 0583

Item A. Trademarks

Trademark	Jurisdiction	Application No.	Reg. No.	Reg. Date
INVESTMENTS FOR ALL	United States of America	75/694422	2377175	15-Aug-2000
SEASONS				
LIFESTYLE FUNDS	United States of America	75/694423	2377176	15-Aug-2000
MULTI-SEASON	United States of America	74/336394	1851169	23-Aug-1994
MULTI-SEASON	United States of America	74/336395	1843868	05-Jul-1994
GROWTH FUND				
MUNDER	United States of America	75/694426	2387387	19-Sep-2000
MUNDER @VANTAGE	United States of America	76/124798	2707569	15-Aug-2003
MUNDER @VANTAGE	United States of America	76/124874	2707570	15-Aug-2003
FUND				
MUNDER CAPITAL	United States of America	75/694424	2382741	05-Sep-2000
MANAGEMENT				
NETNET	United States of America	75/153850	2223085	09-Feb-1999
PILLAR DESIGN	United States of America	76/461746	2810030	03-Feb-2004
THE MUNDER FUNDS	United States of America	75/694424	2387386	19-Sep-2000
MUNDER FUTURE	United States of America	75/813679	2454682	29-May-2001
TECHNOLOGY FUND				

		Case No.	Status
THE INTERNET – A 21ST	United States of	1103880863	Unfiled
CENTURY UTILITY	America		

Item B. Trademark Licenses

- License Agreement between Old Mutual Insurance Series Fund and Munder Capital Management dated January 1, 2006
- 2. License Agreement between Old Mutual Advisor Funds II and Munder Capital Management dated January 1, 2006
- 3. Sub-Advisory Agreement between AEGON/Transamerica Fund Advisers, Inc. and Munder Capital Management dated May 1, 2001, as amended May 1, 2005

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- 4. Trust Fund/SERV Agreement by and among MFS Heritage Trust Company, The Munder Funds, Munder Capital Management and Funds Distributor, Inc. dated April 11, 2000, as supplemented
- 5. Investment Advisory Agreement between The Munder @Vantage Fund and Munder Capital Management dated August 17, 2000, as amended
- 6. Combined Investment Advisory Agreement between The Munder Funds and Munder Capital Management dated June 13, 2003, as amended
- 7. Agreement by Munder Capital Management dated May 26, 2004 allowing Standard Insurance Company to use the Munder logo and name
- 8. Agreement by Munder Capital Management dated April 12, 2005 allowing Prudential Retirement to use the Munder logo and name
- Purchase and Separation Agreement between Lee Munder, LPM Investment Services, Inc., Munder Capital Management, Comerica Bank, WAM Holdings, Inc., WAM Holdings II, Inc., Munder Group, LLC and Old MCM, Inc. dated March 23, 2000
- 10. Consent to Federal Trademark Registration Agreement between Lee Munder Investments Ltd. and Munder Capital Management dated February 1, 2001
- Settlement Agreement between Munder Brothers Mortgage, LLC, Munder Brothers, LLC, Munder Brothers Development, LLC, Ryan Munder, Adam Munder and Munder Capital Management dated January 28, 2004

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RECORDED: 03/21/2007