

TRADEMARK ASSIGNMENT

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
Keeley Asset Management Corp.		07/21/2008	CORPORATION: ILLINOIS

RECEIVING PARTY DATA

Name:	Bank of Montreal, as Agent
Street Address:	115 South LaSalle Street
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Chartered Bank: CANADA

PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	77259741	KAMCO
Serial Number:	77259067	KAMCO
Serial Number:	77259215	KEELEY FUNDS
Serial Number:	77259221	KEELEY FUNDS
Serial Number:	77259135	KEELEY INVESTMENT CORP
Serial Number:	77259069	KEELEY INVESTMENT CORP.
Serial Number:	77259155	KEELEY ASSET MANAGEMENT CORP
Serial Number:	77239678	INVESTING IN CHANGE
Serial Number:	77239693	

CORRESPONDENCE DATA

Fax Number: (312)803-5299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: (312) 845-3430
 Email: kalwa@chapman.com
 Correspondent Name: Richard Kalwa

CH \$240.00 77259741

Address Line 1: 111 West Monroe Street
Address Line 2: Chapman and Cutler LLP
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1688266
NAME OF SUBMITTER:	Richard Kalwa
Signature:	/richard kalwa/
Date:	07/22/2008

Total Attachments: 5
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NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS

This NOTICE AND CONFIRMATION OF GRANT OF SECURITY INTEREST IN TRADEMARKS, dated as of July 21, 2008, is made by Keeley Asset Management Corp., an Illinois corporation ("*Debtor*") with its principal place of business and mailing address at 401 South LaSalle Street, Suite 1201 Chicago, Illinois 60605, in favor of Bank of Montreal, a Canadian chartered bank ("*BMO*"), with its mailing address at 115 South LaSalle Street, Chicago, Illinois 60603, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (BMO acting as such administrative agent and any successors or assigns to BMO acting in such capacity being hereinafter referred to as the "*Agent*"),

WHEREAS, pursuant to the Security Agreement, Debtor assigned to the Agent for the benefit of the Secured Creditors a continuing security interest in, the following property (collectively, the "*Trademark Collateral*"):

(i) Each trademark, trademark registration, and trademark application listed on Schedule A hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration, and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark, trademark registration, or trademark application listed on Schedule A hereto or by reason of injury to the goodwill associated with any such trademark, trademark registration, or trademark application, in each case together with the right to sue for and collect said damages;

to secure the payment and performance of all Secured Obligations of Debtor as set out in that certain Security Agreement bearing even date herewith among Keeley Holdings, Inc., an Illinois corporation (the "*Borrower*"), the other debtors party thereto (including the Debtor), and Agent, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*").

NOW THEREFORE, in consideration of ten dollars (\$10.00) and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Debtor agrees as follows:

1. The Debtor hereby confirms that, pursuant to the Security Agreement it granted to the Agent for the benefit of the Secured Creditors a continuing security interest in the Trademark Collateral.

2. Notwithstanding anything herein to the contrary, this Notice and Confirmation of Grant of Security Interest in Trademarks shall not operate as a sale, transfer, conveyance or other assignment to Agent of any applications by Debtor for a trademark based on an intent to use the

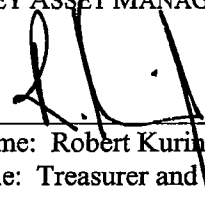
same if and so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "Intent-To-Use Applications"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a Statement of Use having been filed and accepted, then this Notice and Confirmation of Grant of Security Interest in Trademarks shall operate only to create a security interest for collateral purposes in favor of Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

3. Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral confirmed hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Debtor has caused this Notice and Confirmation of Grant of Security Interest in Trademarks to be duly executed as of the date and year last above written.

KEELEY ASSET MANAGEMENT CORP.

By



Name: Robert Kurinsky


Title: Treasurer and Secretary

Signature Page to Trademark Security Agreement

TRADEMARK
REEL: 003819 FRAME: 0658

Accepted and agreed to as of the date and year last above written.




BANK OF MONTREAL, AS AGENT

By 
Name Cecilia T. VanGetson
Title Vice President

**SCHEDULE A
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

Mark	MBHB Case No.	Serial No	Filing Date	Class
KAMCO 	07-803	77/259741	8/20/2007	IC036
KAMCO	07-804	77/259067	8/20/2007	IC036
KEELEY FUNDS** KEELEY <i>fun ds</i>	07-805	77/259215	8/20/2007	IC036
KEELEY FUNDS**	07-757	77/259221	8/20/2007	IC036
KEELEY INVESTMENT CORP**	07-755	77/259135	8/20/2007	IC036
KEELEY INVESTMENT CORP** 	07-802	77/259069	8/20/2007	IC036
KEELEY ASSET MANAGEMENT CORP**	07-754	77/259155	8/20/2007	IC036
INVESTING IN CHANGE	07-738	77/239678	7/26/2007	IC036
"SWISH" 	07-734	77/239693	7/26/2007	IC036

PENDING FEDERAL TRADEMARK APPLICATIONS

NONE.