

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
Duff & Phelps, LLC		07/15/2009	LIMITED LIABILITY COMPANY: DELAWARE
Rash & Associates L.P.		07/15/2009	LIMITED PARTNERSHIP: TEXAS
RECEIVING PARTY DATA			
Name:	Bank of America, N.A.		
Street Address:	135 South LaSalle Street		
Internal Address:	Suite 625		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	2771183	RASH & ASSOCIATES	
Registration Number:	2911998	VALUOMETRICS	
Registration Number:	3043130	VALUOMETRICS	
Registration Number:	3199998	CVC	
CORRESPONDENCE DATA			
Fax Number:	(312)849-3690		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	312.849.8174		
Email:	trademarks@mcguirewoods.com		
Correspondent Name:	Yuan-Ying Hsu, McGuireWoods LLP		
Address Line 1:	77 W. Wacker Drive		
Address Line 2:	Suite 4100		

OP \$115.00 2771183

Address Line 4: Chicago, ILLINOIS 60601-1818

ATTORNEY DOCKET NUMBER: 2035209-0026

NAME OF SUBMITTER: Yuan-Ying Hsu

Signature: /Yuan-Ying Hsu/

Date: 07/22/2009

Total Attachments: 6

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PATENT AND TRADEMARK SECURITY AGREEMENT

This PATENT AND TRADEMARK SECURITY AGREEMENT dated as of July 15, 2009 (this "Agreement"), among Duff & Phelps, LLC, a Delaware limited liability company (the "Borrower"), Rash & Associates L.P., a subsidiary of the Borrower (together with the Borrower, each a "Grantor" and collectively the "Grantors"), and Bank of America, N.A., a national banking association, as Administrative Agent (in such capacity, the "Administrative Agent").

A. Pursuant to a Credit Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Administrative Agent, Bank of America, N.A., as L/C Issuer, and the lenders now or hereafter party thereto (the "Lenders"), the Lenders have agreed to provide to the Borrower a revolving credit facility with a letter of credit sublimit.

B. Certain additional extensions of credit may be made from time to time for the benefit of Grantors pursuant to certain Related Credit Arrangements (as defined in the Credit Agreement).

C. As a condition precedent to the obligation of the Secured Parties (as such term is defined in the Security Agreement) to make and maintain extensions of credit pursuant to the Credit Agreement and the Related Credit Arrangements, the Grantors and certain of their affiliates have executed and delivered a Security Agreement dated as of the date hereof (the "Security Agreement") to the Administrative Agent for the benefit of the Secured Parties.

D. In connection with the Security Agreement, the Grantors are entering this Agreement, and the parties hereto agree as follows:

SECTION 1. Terms. Capitalized terms used in this Agreement but not otherwise defined herein shall have the meanings assigned thereto in the Security Agreement.

SECTION 2. Grant of Security Interest. As collateral security for the payment, performance and satisfaction of the Secured Obligations, each Grantor grants to the Administrative Agent for the benefit of the Secured Parties a continuing first priority security interest in and to all of the following assets and personal property of such Grantor or in which such Grantor has or may have or acquire an interest or the power to transfer rights therein, whether now owned or existing or hereafter created, acquired or arising and wheresoever located (the "Patent and Trademark Collateral"):

(a) all issued patents in the United States or the equivalent thereof in any other country, all applications for issuance of patents in the United States or the equivalent thereof in any other country, including those listed on Schedule 1 attached hereto, and all reissues, continuations, divisions, continuations-in-part, or extensions thereof, and the patentable inventions disclosed or claimed therein; and

(b) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade dress, logos, other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and applications for registration thereof, including registrations and registration applications in the United States Patent and Trademark Office or any similar offices in any State of the United States or any other country or any political subdivision thereof, and all renewals thereof, including those listed on Schedule 2; and

(c) all goodwill associated with or symbolized by the foregoing.

Notwithstanding the foregoing, the term "Patent and Trademark Collateral" shall not include, and the Grantors shall not be deemed to have granted a security interest in, (i) any rights or interests in any license, lease, contract, or agreement to which any Grantor is a party to the extent, but only to the extent, that such a grant would, under the terms of such license, lease, contract, or agreement, result in a breach of the terms of, constitute a default under, such license, lease, contract, or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-406, 9-407, or 9-408 of the UCC or other applicable law) and (ii) any applications for trademarks or service marks filed in the United States Patent and Trademark Office (the "PTO") pursuant to 15 U.S.C. §1051 Section 1(b) unless and until evidence of use of the mark in interstate commerce is submitted to the PTO pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d).

SECTION 3. Security Agreement. The security interests granted to the Administrative Agent herein are granted in furtherance, and not in limitation of, the security interests granted to the Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the Patent and Trademark Collateral 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. In the event of any conflict between the terms of this Agreement and the Security Agreement, the terms of the Security Agreement shall govern.

SECTION 4. Termination. This Agreement shall terminate automatically upon termination of the Security Agreement.

SECTION 5. Governing Law. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York; provided that with respect to those instances in which the applicable choice of laws rules of such state, including Section 9-301 of the UCC, require that the manner of creation of a security interest in specific collateral or the manner or effect of perfection or nonperfection or the rules governing priority of security interests are to be governed by the laws of another jurisdiction, then the laws of such other jurisdiction shall govern such matters.

SECTION 6. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto in different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract.

IN WITNESS WHEREOF, the parties hereto have duly executed this Patent and Trademark Security Agreement as of the date first above written.

DUFF & PHELPS, LLC

By: _____
Name: Jacob Silverman
Title: EVP

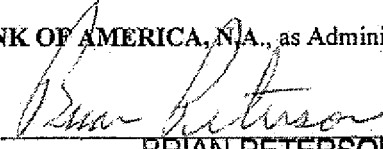
RASH & ASSOCIATES, L.P.

By: Rash Acquisition GP, LLC, its general partner

By: _____
Name: Jacob Silverman
Title: EVP

ADMINISTRATIVE AGENT:

BANK OF AMERICA, N.A., as Administrative Agent

By: 
Name: BRIAN PETERSON
Title: SENIOR VICE PRESIDENT

PATENTS

None.

TRADEMARKSTrademark Registrations and Applications

<i>Trademark</i>	<i>Country(ies) of Registration</i>	<i>Application or Registration Number(s)</i>	<i>Record Owner</i>
RASH & ASSOCIATES and Design	United States	2,771,183	Rash & Associates, L.P.
VALUOMETRICS	United States	2,911,998	Duff & Phelps LLC
VALUOMETRICS	United States	3,043,130	Duff & Phelps LLC
CVC	United States	3,199,998	Duff & Phelps LLC