

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
Kayne Anderson Rudnick Investment Management LLC		09/01/2009	LIMITED LIABILITY COMPANY: CALIFORNIA
RECEIVING PARTY DATA			
Name:	The Bank of New York Mellon		
Street Address:	One Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10286		
Entity Type:	New York Banking Corporation:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2693264	QUALITY AT A REASONABLE PRICE	
CORRESPONDENCE DATA			
Fax Number:	(212)541-4630		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-541-2341		
Email:	patricia.werner@bryancave.com		
Correspondent Name:	Patricia L. Werner		
Address Line 1:	1290 Avenue of the Americas		
Address Line 2:	Bryan Cave LLP		
Address Line 4:	New York, NEW YORK 10104		
ATTORNEY DOCKET NUMBER:	0228945		
NAME OF SUBMITTER:	Patricia L. Werner		
Signature:	/patricialwerner/		

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**TRADEMARK
 REEL: 004056 FRAME: 0666**

Date:

09/03/2009

Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated as of September 1, 2009 (this "Agreement"), among KAYNE ANDERSON RUDNICK INVESTMENT MANAGEMENT LLC, a California limited liability company (the "Grantor"), and THE BANK OF NEW YORK MELLON, as Administrative Agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement, dated as of September 1, 2009 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Virtus Investment Partners, Inc. (the "Borrower"), the Lenders party thereto and the Administrative Agent, (b) the Guarantee Agreement, dated as of September 1, 2009 (as amended, supplemented or otherwise modified from time to time, the "Guarantee Agreement"), among the Borrower, the Subsidiary Guarantors party thereto (including the Grantor) and the Administrative Agent, and (c) the Security Agreement, dated as of September 1, 2009 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Borrower, the Subsidiary Guarantors party thereto (including the Grantor) and the Administrative Agent.

The Lenders have agreed to extend credit to the Borrower subject to the terms and conditions set forth in the Credit Agreement, the Subsidiary Guarantors (including the Grantor) agreed to guarantee the obligations of the Borrower pursuant to the Guarantee Agreement and the Borrower and the Subsidiary Guarantors (including the Grantor) secured their obligations pursuant to the Security Agreement. The obligations of the Lenders to extend such credit are conditioned upon, among other things, the execution and delivery of this Agreement. The Subsidiary Guarantors (including the Grantor) are subsidiaries of the Borrower, will derive substantial benefits from the extension of credit to the Borrower pursuant to the Credit Agreement and are willing to execute and deliver this Agreement in order to induce the Lenders to extend such credit. Accordingly, the parties hereto agree as follows:

1. Terms. Capitalized terms used in this Agreement and not otherwise defined herein have the meanings specified in the Security Agreement or the Credit Agreement. The rules of interpretation specified in Sections 1.2, 1.3 and 1.4 of the Credit Agreement shall be applicable to this Agreement.

2. Grant of Security Interest. As security for the payment or performance, as applicable, in full of the Secured Obligations, the Grantor, pursuant to the Security Agreement, did and hereby does bargain, sell, convey, assign, set over, mortgage, pledge, hypothecate and transfer to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, and hereby grants to the Administrative Agent (and its successors and assigns), for the ratable benefit of the Secured Parties, a security interest in, all right, title and interest in or to any and all of the following assets and properties now owned or at any time hereafter acquired by the Grantor or in which the Grantor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademark Collateral"):

(a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, uniform resource locations (URL's), domain names, designs and general

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Kayne Anderson Rudnick Investment Management LLC Trademark Security Agreement

intangibles of like nature, now existing or hereafter adopted or acquired, in each case listed on Schedule I hereto, all registrations and recordings thereof and all registration and recording applications filed in connection therewith in the United States Patent and Trademark Office and all reissues, continuations, extensions and renewals thereof and amendments thereto (the "Trademarks");

(b) all goodwill associated with or symbolized by the Trademarks;

(c) all assets, rights and interests that uniquely reflect or embody the Trademarks; and

(d) all proceeds thereof, including all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto.

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. The Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the 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.

4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Agreement.

5. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York.


[Remainder of this page intentionally left blank]

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

KAYNE ANDERSON RUDNICK INVESTMENT
MANAGEMENT, LLC

By: _____
Name: Michael A. Angerthal
Title: Senior Vice President & Chief Financial
Officer

THE BANK OF NEW YORK MELLON
as Administrative Agent

By:  _____
Name: Richard G. Shaw
Title: Vice President

SCHEDULE I

TRADEMARKS

Mark	Reg. No.	Reg. Date	Serial No.	Filing Date
QUALITY AT A REASONABLE PRICE	2693264	March 4, 2003	76422448	June 19, 2002

Kayne Anderson Rudnick Investment Management LLC Trademark Security Agreement

RECORDED: 09/03/2009

**TRADEMARK
REEL: 004056 FRAME: 0671**