

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Keeley Asset Management Corp.		05/24/2011	CORPORATION: ILLINOIS

**RECEIVING PARTY DATA**

<b>Name:</b>	Fifth Third Bank, as Agent
<b>Street Address:</b>	38 Fountain Square Plaza
<b>City:</b>	Cincinnati
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	45263
<b>Entity Type:</b>	Banking Corporation: OHIO

**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

**900192742**

**TRADEMARK  
 REEL: 004547 FRAME: 0631**

**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: 1957398

NAME OF SUBMITTER: Richard Kalwa

Signature: /richard kalwa/

Date: 05/25/2011

Total Attachments: 5  
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## TRADEMARK COLLATERAL AGREEMENT

This 24th day of May, 2011, KEELEY ASSET MANAGEMENT CORP., an Illinois corporation ("*Debtor*") and a wholly-owned subsidiary of KEELEY HOLDINGS, INC. ("*Borrower*"), with its principal place of business and mailing address at 401 S. LaSalle Street, Suite 1201, Chicago, Illinois 60605, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, grants to Fifth Third Bank, an Ohio banking corporation ("*Fifth Third*"), with its mailing address at 38 Fountain Square Plaza, Cincinnati, Ohio 45263, acting as administrative agent hereunder for the Secured Creditors as defined in the Security Agreement referred to below, and its successors and assigns (Fifth Third acting as such administrative agent and any successor(s) or assign(s) to Fifth Third acting in such capacity being hereinafter referred to as the "*Agent*"), for the benefit of the Secured Creditors a lien on and security interest in, and right of set-off against, and acknowledges and agrees that the Agent has and shall continue to have for the benefit of the Secured Creditors a continuing lien on and security interest in, and right of set-off against, all right, title, and interest of Debtor, whether now owned or existing or hereafter created, acquired, or arising, in and to the following property, subject in all respects to the exclusions and limitations set forth in Section 2(b) of the Security Agreement (as hereinafter defined):

(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 as set out in that certain Security Agreement bearing even date herewith among Debtor, Borrower, Agent and the other debtors party thereto, as the same may be amended, modified, or restated from time to time (the "*Security Agreement*"). All capitalized terms used herein without definition have the meanings given to such terms in the Security Agreement.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement 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 Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of

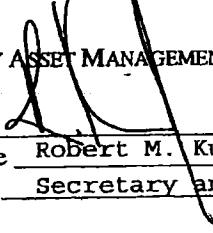
Agent on such Intent-To-Use Application as collateral security for the Secured Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Trademark Collateral Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Agent with respect to the grant of security interest in the trademarks, trademark registrations, and trademark applications made and granted 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.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

KEELEY ASSET MANAGEMENT CORP., as Debtor

By   
Name Robert M. Kurinsky  
Title Secretary and Treasurer

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

FIFTH THIRD BANK, as Agent

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

[SIGNATURE PAGE TO TRADEMARK COLLATERAL AGREEMENT]

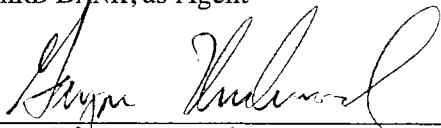
IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

KEELEY ASSET MANAGEMENT CORP., as Debtor

By \_\_\_\_\_  
Name \_\_\_\_\_  
Title \_\_\_\_\_

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

FIFTH THIRD BANK, as Agent

By   
Name GAYNE UNDERWOOD  
Title VICE PRESIDENT

**SCHEDULE A  
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED TRADEMARKS  
AND TRADEMARK APPLICATIONS**

<b>TRADEMARK</b>	<b>SERIAL. NO.</b>	<b>FILING DATE</b>
KAMCO	77/259741	8/20/2007
KAMCO	77/259067	8/20/2007
KEELEY FUNDS	77/259215	8/20/2007
KEELEY FUNDS	77/259221	8/20/2007
KEELEY INVESTMENT CORP	77/259135	8/20/2007
KEELEY INVESTMENT CORP	77/259069	8/20/2007
KEELEY ASSET MANAGEMENT CORP	77/259155	8/20/2007
KEELEY FUNDS	77/684458	3/5/2009
THE DISCIPLINED DISCOVERY OF VALUE	77/969105	3/26/2010