

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
Oz Management LP		11/23/2011	LIMITED PARTNERSHIP: DELAWARE
RECEIVING PARTY DATA			
Name:	Goldman Sachs Credit Partners L.P.		
Street Address:	30 Hudson Street		
Internal Address:	38th Floor		
City:	Jersey City		
State/Country:	NEW JERSEY		
Postal Code:	07302		
Entity Type:	LIMITED PARTNERSHIP: BERMUDA		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	3183786	OZ MASTER FUND, LTD.	
Registration Number:	3183672	OCH-ZIFF CAPITAL MANAGEMENT GROUP	
Registration Number:	3372469	OZ	
Serial Number:	78802932	OCH-ZIFF CAPITAL MANAGEMENT GROUP	
CORRESPONDENCE DATA			
Fax Number:	(212)822-5175		
Phone:	212-530-5175		
Email:	jmarkham@milbank.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	Jordan P. Markham		
Address Line 1:	1 Chase Manhattan Plaza		
Address Line 2:	Milbank, Tweed, Hadley & McCloy		
Address Line 4:	New York, NEW YORK 10005		

CH \$115.00 3183786

ATTORNEY DOCKET NUMBER:	30045.35100
NAME OF SUBMITTER:	Jordan P. Markham
Signature:	/Jordan P. Markham/
Date:	11/23/2011
Total Attachments: 6 source=Trademark Security Agreement (11-23-2011)#page1.tif source=Trademark Security Agreement (11-23-2011)#page2.tif source=Trademark Security Agreement (11-23-2011)#page3.tif source=Trademark Security Agreement (11-23-2011)#page4.tif source=Trademark Security Agreement (11-23-2011)#page5.tif source=Trademark Security Agreement (11-23-2011)#page6.tif	

**AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT**

This **AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**, dated as of November 23, 2011 (as may be amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is entered into by **OZ MANAGEMENT LP**, a Delaware limited partnership (“**Grantor**”), in favor of **GOLDMAN SACHS CREDIT PARTNERS L.P.** (“**GSCP**”), as administrative agent for the Secured Parties (as defined in the Security Agreement referenced below) (in such capacity as administrative agent, together with its successors and permitted assigns, “**Administrative Agent**”).

RECITALS:

WHEREAS, Grantor, **OZ ADVISORS LP**, a Delaware limited partnership (“**Advisors**”), **OZ ADVISORS II LP**, a Delaware limited partnership (“**Advisors II**”), and other Guarantors party thereto from time to time, as Guarantors, have entered into (i) that certain Amended and Restated Credit and Guaranty Agreement, dated as of October 26, 2007 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**Credit Agreement**”), with the lenders party thereto from time to time, GSCP, as joint lead arranger, joint bookrunner and Administrative Agent, Lehman Brothers Inc., as joint lead arranger and joint bookrunner, and Lehman Commercial Paper Inc., as syndication agent, and (ii) that certain Amended and Restated Credit and Guaranty Agreement dated as of November 15, 2011 (as it may be amended, restated, supplemented or otherwise modified from time to time, the “**New Credit Agreement**”), with the lenders party thereto from time to time, Goldman Sachs Lending Partners LLC, as administrative agent, GSCP, as Collateral Administrative Agent (as defined in the New Credit Agreement) and Goldman Sachs Lending Partners LLC, as lead arranger;

WHEREAS, in consideration of the extensions of credit and other accommodations of the Lenders under the Credit Agreement and the New Credit Agreement, each Grantor has executed and delivered that certain Amended and Restated Pledge and Security Agreement, dated as of November 23, 2011 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), in favor of Administrative Agent; and

WHEREAS, under the terms of the Security Agreement, the Grantors have granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantors, including all successors and assigns, to Administrative Agent, and have agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees with Administrative Agent as follows:

Section 1. Defined Terms. Unless otherwise defined herein, all capitalized terms used but not otherwise defined herein have the meanings given to them in the Security

Agreement and, if not therein defined, in the Credit Agreement or the New Credit Agreement as appropriate.

Section 2. Grant of Security Interest in Trademark Collateral. Each Grantor hereby grants to Administrative Agent a security interest in and continuing lien on all of such Grantor's right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (all of which being hereinafter collectively referred to as the "**Trademark Collateral**"):

(a) all United States and foreign trademarks, trade names, corporate names, company names, business names, fictitious business names, Internet domain names, service marks, certification marks, collective marks, logos, other source or business identifiers and general intangibles of a like nature, all registrations and applications for any of the foregoing including, but not limited to: (i) the registrations and applications referred to in Schedule I attached hereto, (ii) all renewals of any of the foregoing, (iii) all of the goodwill of the business connected with the use of and symbolized by the foregoing, (iv) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill, and (v) all Proceeds of the foregoing, including, without limitation, license fees, royalties, income, payments, claims, damages, and proceeds of suit;

(b) any and all agreements, licenses and covenants providing for the granting of any right in or to Trademarks or otherwise providing for a covenant not to sue or governing co-existence (whether such Grantor is licensee or licensor thereunder) including, without limitation, each agreement referred to in Schedule I attached hereto;

(c) all Collateral Records, Collateral Support and Supporting Obligations relating to any of the foregoing; and

(d) all Proceeds, products, accessions, rents and profits of or in respect of any of the foregoing.

Notwithstanding anything herein to the contrary, in no event shall (a) the Trademark Collateral consisting of Trademark Licenses include or the security interest granted hereunder attach to any lease, license, contract or agreement to which such Grantor is a party, and any of its rights or interest thereunder, if and to the extent that a security interest is prohibited by or in violation of (i) any law, rule or regulation applicable to such Grantor, or (ii) a term, provision or condition of any such lease, license, contract, property right or agreement (unless such law, rule, regulation, term, provision or condition would be rendered ineffective with respect to the creation of the security interest hereunder pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity); provided, however, that the Trademark Collateral consisting of Trademark Licenses shall include (and such security interest shall attach) immediately at such time as the contractual or legal prohibition shall no longer be applicable and to the extent severable, shall attach immediately to any portion of such lease, license, contract or agreement not subject to the prohibitions specified in (i) or (ii) above; provided, further, that the exclusions referred to in clause (a) of this Section shall not include any Proceeds of any such

lease, license, contract or agreement; or (b) the Trademark Collateral include or the security interest granted hereunder attach to any applications for trademarks and service marks filed in the U.S. Patent and Trademark Office pursuant to Section 1(b) of the Lanham Act, 15 U.S.C. § 1051, to the extent that the grant of a security interest therein would impair the validity or enforceability of such application or any registration that issues from such intent-to-use trademark or service mark application, unless and until evidence of use of the mark in interstate commerce is submitted to the U.S. Patent and Trademark Office pursuant to Section 1(c) or 1(d) of the Lanham Act, 15 U.S.C. § 1051, at which point the Trademark Collateral shall include, and the security interest granted hereunder shall attach to, such application.

Section 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

Section 4. Applicable Law. This Trademark Security Agreement and the rights and obligations of the parties under this Trademark Security Agreement shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to conflicts of law principles thereof.

Section 5. Counterparts. This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page of this Trademark Security Agreement by facsimile or in electronic format (i.e., “pdf” or “tif”) shall be effective as delivery of a manually executed counterpart of this Trademark Security Agreement.

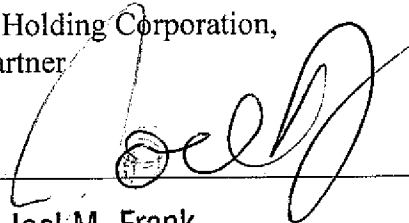
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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by its duly authorized officer as of the date first above written.

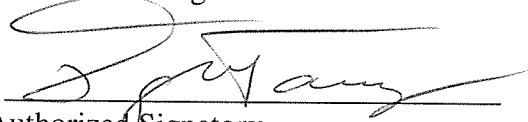
OZ MANAGEMENT LP,
as Grantor

By Och-Ziff Holding Corporation,
its general partner

By: _____
Name: _____
Title: **Joel M. Frank**
Chief Financial Officer



GOLDMAN SACHS CREDIT PARTNERS L.P.,
as Administrative Agent

By: 
Authorized Signatory

Douglas Tansey
Authorized Signatory

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

Record Owner	Jurisdiction	Mark	Reg. No. (App'l No.)	Reg. Date (Filing Date)	Status/ Comments
OZ Management LP, (fk/a OZ Management, L.L.C.)	United States	OZ MASTER FUND, LTD	3,183,786	12/12/2006	Registered
OZ Management LP, (f/k/a OZ Management, L.L.C.)	United States	OCH-ZIFF CAPITAL MANAGEMENT GROUP	3,183,672	12/12/2006	Registered
OZ Management, L.L.C.	United States	OCH-ZIFF CAPITAL MANAGEMENT GROUP <i>(and design)</i>	(78/802932)	(01/30/2006)	Abandoned
OZ Management LP, (f/k/a OZ Management, L.L.C.)	United States	OZ <i>(and design)</i>	3,372,469	1/22/2008	Registered