

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Change of Collateral Agent		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of New York Mellon		09/10/2012	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	ING Capital LLC		
Street Address:	1325 Avenue of the Americas		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	2672034		
Registration Number:	2663112	HELPING YOU APPRECIATE LIFE	
Registration Number:	2405047	MARSICO CAPITAL MANAGEMENT, LLC	
Registration Number:	2424357	MARSICO FUNDS	
Registration Number:	2405046	MARSICO INVESTMENT FUND	
CORRESPONDENCE DATA			
Fax Number:	2124920239		
	<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>		
Email:	cmeredithgoujon@paulweiss.com, emendes@paulweiss.com		
Correspondent Name:	Claudine Meredith-Goujon		
Address Line 1:	1285 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10019-6064		
ATTORNEY DOCKET NUMBER:	19451-001		
NAME OF SUBMITTER:	Claudine Meredith-Goujon		

CH \$140.00 2672034

Signature:	/Claudine Meredith-Goujon/
Date:	09/13/2012
Total Attachments: 15 source=Marsico 2012 Resignation and Appt of Agent Letter Agreement - Executed Version#page1.tif source=Marsico 2012 Resignation and Appt of Agent Letter Agreement - Executed Version#page2.tif source=Marsico 2012 Resignation and Appt of Agent Letter Agreement - Executed Version#page3.tif source=Marsico 2012 Resignation and Appt of Agent Letter Agreement - Executed Version#page4.tif source=Marsico 2012 Resignation and Appt of Agent Letter Agreement - Executed Version#page5.tif source=Marsico 2012 Resignation and Appt of Agent Letter Agreement - Executed Version#page6.tif source=Marsico 2012 Resignation and Appt of Agent Letter Agreement - Executed Version#page7.tif source=Marsico 2012 Resignation and Appt of Agent Letter Agreement - Executed Version#page8.tif source=Marsico 2012 Resignation and Appt of Agent Letter Agreement - Executed Version#page9.tif source=Marsico 2012 Resignation and Appt of Agent Letter Agreement - Executed Version#page10.tif source=Marsico 2012 Resignation and Appt of Agent Letter Agreement - Executed Version#page11.tif source=Marsico 2012 Resignation and Appt of Agent Letter Agreement - Executed Version#page12.tif source=Marsico 2012 Resignation and Appt of Agent Letter Agreement - Executed Version#page13.tif source=Marsico 2012 Resignation and Appt of Agent Letter Agreement - Executed Version#page14.tif source=Marsico 2012 Resignation and Appt of Agent Letter Agreement - Executed Version#page15.tif	

RESIGNATION AND APPOINTMENT OF AGENT
LETTER AGREEMENT

September 10, 2012

Reference is made to the Amended and Restated Credit and Guaranty Agreement (the "**Credit Agreement**") dated as of December 14, 2007 (as amended, and amended and restated, immediately through the date hereof) among **MARSICO HOLDINGS, LLC**, a Delaware limited liability company ("**Holdings Borrower**"), **MARSICO SUBCO, LLC**, a Delaware limited liability company ("**Subco Borrower**" and, together with Holdings Borrower, "**Borrowers**" and, each individually, a "**Borrower**"), **CERTAIN SUBSIDIARIES OF SUBCO BORROWER**, as Guarantors, Lenders party thereto from time to time, and The Bank of New York Mellon, as administrative agent (in such capacity, "**Administrative Agent**") and as collateral agent (in such capacity, "**Collateral Agent**"). Capitalized terms used but not defined in this letter agreement (this "**Agreement**") shall have the meanings given to them in the Credit Agreement.

Pursuant to Section 9.7 of the Credit Agreement, (a) The Bank of New York Mellon ("**BNYM**") hereby delivers notice to Designated Borrower and Lenders of its resignation as Administrative Agent and Collateral Agent, effective as of the date hereof (the "**Effective Date**"), (b) Designated Borrower hereby waives the requirement pursuant to Section 9.7 of the Credit Agreement of 30 days' prior written notice by BNYM of its resignation as Administrative Agent and Collateral Agent, (c) Designated Borrower hereby accepts BNYM's resignation as Administrative Agent and Collateral Agent, effective as of the Effective Date, and agrees that, effective as of the Effective Date, BNYM shall be discharged from its duties and obligations as Administrative Agent and Collateral Agent, (d) Designated Borrower hereby appoints ING Capital LLC ("**ING**") as successor Administrative Agent and Collateral Agent, effective as of the Effective Date, and (e) ING hereby accepts its appointment as successor Administrative Agent and Collateral Agent, effective as of the Effective Date, and agrees to be bound by all of the terms of the Credit Documents as Administrative Agent and Collateral Agent, effective as of the Effective Date, and hereby succeeds to and is vested with all of the rights, powers, duties and obligations of BNYM in its capacity as Administrative Agent and Collateral Agent.

BNYM hereby resigns as Borrowers' agent for purposes of maintaining the Register and Designated Borrower hereby accepts such resignation and agrees that BNYM shall be discharged from such duties and obligations, in each case effective as of the Effective Date. In each case effective as of the Effective Date, Designated Borrower hereby designates ING to serve as Borrowers' agent solely for purposes of maintaining the Register as provided in Section 2.2 of the Credit Agreement, and Designated Borrower hereby agrees that, to the extent ING serves in such capacity, ING and its officers, directors, employees, agents, sub-agents and affiliates shall constitute Indemnitees. ING hereby accepts such designation, effective as of the Effective Date.

The parties hereto agree that ING shall have no liability and bear no responsibility for any actions taken or omitted to be taken by BNYM while BNYM served as Administrative Agent and Collateral Agent under the Credit Agreement and the other Credit Documents or for any other event or action related to the Credit Agreement which occurred prior to the

effectiveness of this Agreement. The parties hereto agree that BNYM shall have no liability for any actions taken or omitted to be taken by ING as the Administrative Agent and Collateral Agent under the Credit Agreement and the other Credit Documents. The provisions of Section 9 and Sections 10.2 and 10.3 of the Credit Agreement shall continue to inure to the benefit of BNYM, in its capacity as Administrative Agent or Collateral Agent, as to any actions taken or omitted to be taken by it while it was Administrative Agent or Collateral Agent.

Each of BNYM and Designated Borrower authorizes ING to file, on or following the Effective Date, any Uniform Commercial Code assignments, amendments or terminations with respect to the Uniform Commercial Code financing statements listed on Exhibit A hereto (with copies attached) and assignments of any Intellectual Property Security Agreement existing on the Effective Date, in each case, as ING deems necessary or desirable to evidence ING's succession as Administrative Agent and Collateral Agent under the Credit Agreement and the other Credit Documents.

As a supplement to and in no way in limitation of the foregoing paragraphs, BNYM hereby assigns all liens and security interests of BNYM (in its capacity as Collateral Agent under the Credit Agreement) in the Collateral to ING. All possessory Collateral held by BNYM for the benefit of the Secured Parties shall be delivered by BNYM to ING or Designated Borrower, as applicable, pursuant to that certain Agent Direction Letter to BNYM of even date herewith executed by all Lenders (the "**BNYM Direction Letter**"). Notwithstanding anything herein to the contrary, all of such liens and security interests shall in all respects be continuing and in effect and are herein reaffirmed. Without limiting the generality of the foregoing, any reference to BNYM on any publicly filed document, to the extent such filing relates to the liens and security interests in the Collateral assigned hereby and until such filing is modified to reflect the interests of ING, shall, with respect to such liens and security interests, constitute a reference to BNYM as collateral representative of ING (provided, that the parties hereto agree that BNYM's role as such collateral representative shall impose no duties, obligations or liabilities on BNYM and BNYM shall be indemnified by the Borrowers in such capacity in accordance with Section 10.3 of the Credit Agreement). BNYM, at the sole expense of the Borrowers, agrees to execute such documents (in form and substance reasonably satisfactory to BNYM) and to take such other actions as may be reasonably requested by ING to evidence ING's liens and security interests in the Collateral.

Borrowers agree to pay on the Effective Date all actual, reasonable and documented costs and expenses of Current Agent (including, without limitation, the actual, reasonable and documented fees, expenses and disbursements of counsel to Current Agent) incurred in connection with the negotiation, preparing, execution and performance of this agreement and the BNYM Direction Letter.

ING hereby agrees that any notice or other communication required or permitted to be given pursuant to any Credit Document may be sent to it at the following address: ING Capital LLC, 1325 Avenue of the Americas, New York, NY 10019, Attention: Mark LaGreca, Telephone: 646-424-8234, Fax: 646-424-8223; Email: Mark.LaGreca@americas.ing.com, and with a copy to the following address: ING Capital LLC, 1325 Avenue of the Americas, New York, NY 10019, Attention: Patrick Frisch, Telephone: 646-424-6912, Fax: 646-424-6919; Email: Patrick.Frisch@americas.ing.com.

Except as expressly provided for herein, all of the terms of the Credit Agreement and the other Credit Documents remain in full force and effect.

THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS (WITHOUT REGARD TO CHOICE OF LAW RULES, OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) OF THE STATE OF NEW YORK.

This Agreement may be executed in any number of 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 instrument. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto and receipt by each of the parties hereto of written, electronic or telephonic notification of such execution and authorization of delivery thereof. Delivery of an executed counterpart of this Agreement by facsimile or other electronic transmission will be effective as delivery of a manually executed counterpart hereof.

[Remainder of page is intentionally left blank]

BANK OF NEW YORK MELLON,
as Administrative Agent and Collateral Agent

By: 
Authorized Signatory

Melinda Valentine
Vice President

[Resignation and Appointment of Agent Letter Agreement]

TRADEMARK
REEL: 004861 FRAME: 0006

ING CAPITAL LLC

By: 
Name: Patrick Frisch, CFA
Title: Managing Director

MARSICO HOLDINGS, LLC

By: Christopher J. Marsico
Name: Christopher J. Marsico
Title: President

Resignation and Appt of Agent Letter Agreement

TRADEMARK
REEL: 004861 FRAME: 0008

EXHIBIT A

<u>Debtor</u>	<u>Current Secured Party</u>	<u>New Secured Party (if Applicable)</u>	<u>Jurisdiction</u>	<u>Original Filing No/ Date</u>
Marsico Subco, LLC	The Bank of New York Mellon as Collateral Agent	ING Capital LLC, as Collateral Agent	Delaware	2010 3955154 11-10-10
Marsico Holdings, LLC	The Bank of New York Mellon as Collateral Agent	ING Capital LLC, as Collateral Agent	Delaware	2010 3955071 11-10-10
Marsico Fund Advisors, L.L.C.	The Bank of New York Mellon (as successor to The Bank of New York, as Collateral Agent)	ING Capital LLC, as Collateral Agent	Delaware	2007 4734983 12-14-07
Marsico Capital Management, LLC	The Bank of New York Mellon (as successor to The Bank of New York, as Collateral Agent)	ING Capital LLC, as Collateral Agent	Delaware	2007 4734892 12-14-07
Marsico Parent Superholdco, LLC	The Bank of New York Mellon (as successor to The Bank of New York), as the Collateral Agent	N/A (termination)	Delaware	2007 4734447 12-14-07
Marsico Parent Company, LLC	The Bank of New York Mellon (as successor to The Bank of New York), as the Collateral Agent	N/A (termination)	Delaware	2007 4734827 12-14-07
Marsico Parent Holdco, LLC	The Bank of New York Mellon (as successor to The Bank of New York), as the Collateral Agent	N/A (termination)	Delaware	2007 4734702 12-14-07

(See attached financing statements)

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [Optional] Tim Carney – 212-373-2550
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Paul, Weiss, Rifkind, Wharton & Garrison LLP 1285 Avenue of the Americas New York, NY 10019

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # File # - 2007 4734447	1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. <input type="checkbox"/>
Filed on – 12/14/2007	

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
 CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. **DELETE** name: Give record name to be deleted in item 6a or 6b. **ADD** name: Complete item 7a or 7b, and also item 7c; also complete items 7e-g (if applicable.)

6. **CURRENT RECORD INFORMATION**

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/>
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8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.
Describe collateral deleted or added, or give entire restated collateral description, or described collateral assigned

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
The Bank of New York Mellon (as successor to The Bank of New York), as the Collateral Agent

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. **OPTIONAL FILER REFERENCE DATA**
File with – DE – SOS **Debtor: Marsico Parent Superholdco, LLC**

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [Optional]
Tim Carney - 212-373-2550
B. SEND ACKNOWLEDGMENT TO: (Name and Address)
Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, NY 10019

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
File # - 2007 4734827 Filed on - 12/14/2007
1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. [X] TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.
3. [] CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. [] ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects [] Debtor or [] Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
[] CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. [] DELETE name: Give record name to be deleted in item 6a or 6b. [] ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-g (if applicable.)

6. CURRENT RECORD INFORMATION
6a. ORGANIZATION'S NAME
OR
6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:
7a. ORGANIZATION'S NAME
OR
7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. SEE INSTRUCTIONS ADD'L INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION 7f. JURISDICTION OF ORGANIZATION 7g. ORGANIZATIONAL ID #, if any

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
Describe collateral [] deleted or [] added, or give entire [] restated collateral description, or described collateral [] assigned

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here [] and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
The Bank of New York Mellon (as successor to The Bank of New York), as the Collateral Agent
OR
9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA
File with - DE - SOS Debtor: Marsico Parent Company, LLC

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [Optional] Tim Carney – 212-373-2550
B. SEND ACKNOWLEDGMENT TO: (Name and Address) Paul, Weiss, Rifkind, Wharton & Garrison LLP 1285 Avenue of the Americas New York, NY 10019

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # File # - 2007 4734702	1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. <input type="checkbox"/>
Filed on – 12/14/2007	

2. **TERMINATION:** Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. **CONTINUATION:** Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. **ASSIGNMENT** (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. **AMENDMENT (PARTY INFORMATION):** This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
 CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-g (if applicable.)

6. **CURRENT RECORD INFORMATION**

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7. **CHANGED (NEW) OR ADDED INFORMATION:**

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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7d. SEE INSTRUCTIONS	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any <input type="checkbox"/>
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8. **AMENDMENT (COLLATERAL CHANGE):** check only one box.
Describe collateral deleted or added, or give entire restated collateral description, or described collateral assigned

9. **NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT** (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
The Bank of New York Mellon (as successor to The Bank of New York), as the Collateral Agent

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. **OPTIONAL FILER REFERENCE DATA**
File with – DE – SOS **Debtor: Marsico Parent Holdco, LLC**

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

Schedule I

Possessory Collateral to be Delivered to New Agent or Designated Borrower

STOCK CERTIFICATES AND STOCK POWERS – BONYM TO DELIVER TO ING

<u>Issuer</u>	<u>Grantor</u>	<u>Type of Organization</u>	<u># of Shares Owned</u>	<u>Total Shares Outstanding</u>	<u>% of Interest Pledged</u>	<u>Certificate No.</u>
Marsico Capital Management, LLC	Marsico Subco, LLC	Limited Liability Company	1	1	100	2
Marsico Fund Advisors, L.L.C.	Marsico Subco, LLC	Limited Liability Company	1	1	100	2
Marsico Subco, LLC	Marsico Holdings, LLC	Limited Liability Company	1	1	100	1
Marsico Holdings Notes Corp.	Marsico Holdings, LLC	Corporation	1,000	1,000	100	1

INTERCOMPANY NOTES -BONYM TO DELIVER TO ING

<u>Note Description</u>	<u>Date</u>	<u>Signatories</u>
Intercompany Note among New Borrower and its consolidated subsidiaries and undated note power endorsed to The Bank of New York Mellon	November 10, 2010	Marsico Capital Management, LLC Marsico Fund Advisors, L.L.C. Marsico Subco, LLC Marsico Holdings, LLC
New Borrower Intercompany Note issued by Subco Borrower to New Borrower bearing cash coupon of 10.625% and undated note power endorsed to The Bank of New York Mellon	November 10, 2010	Marsico Subco, LLC Marsico Holdings, LLC (note power)

STOCK CERTIFICATES AND POWERS-
TO BE RETURNED TO COMPANY FROM BONYM

<u>Issuer</u>	<u>Grantor</u>	<u>Type of Organization</u>	<u># of Shares Owned</u>	<u>Total Shares Outstanding</u>	<u>% of Interest Pledged</u>	<u>Certificate No.</u>
Marsico Parent Holdco, LLC	Marsico Parent Superholdco, LLC	Limited Liability Company	1	1	100	2
Marsico Superholdco Notes Corp.	Marsico Parent Superholdco, LLC	Corporation	1000	1000	100	2
Marsico Parent Company, LLC	Marsico Parent Holdco, LLC	Limited Liability Company	1	1	100	2
Marsico Holdco Notes Corp.	Marsico Parent Holdco, LLC	Corporation	1000	1000	100	2
Marsico Company Notes Corp.	Marsico Parent Company, LLC	Corporation	1000	1000	100	2
Marsico Holdings, LLC	Marsico Parent Company, LLC	Limited Liability Company	193,414	22,500,000	[-]	2

**INTERCOMPANY NOTES AND ENDORSEMENTS/NOTE POWERS TO BE
RETURNED TO COMPANY FROM BONYM**

<u>Note Description</u>	<u>Date</u>	<u>Signatories</u>
Intercompany Note among Superholdco and its consolidated subsidiaries and undated note power endorsed to The Bank of New York Mellon.	November 10, 2010	Marsico Parent Company, LLC Marsico Parent Superholdco, LLC Marsco Parent Holdco, LLC
Parent Intercompany Note issued by New Borrower to Parent Borrower bearing cash coupon of 10.625% and undated note power endorsed to The Bank of New York Mellon.	November 10, 2010	Marsico Holdings, LLC Parent Borrower (note power)