

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	CORRECTIVE ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Corrective Assignment to correct the Name of Assignor previously recorded on Reel 004861 Frame 0001. Assignor(s) hereby confirms the Change of Collateral Agent.		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
The Bank of New York Mellon		09/10/2012	CORPORATION: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	ING Capital LLC		
<b>Street Address:</b>	1325 Avenue of the Americas		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10019		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
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	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2124920239 cmredithgoujon@paulweiss.com,		

Email: emendes@paulweiss.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

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

Signature:

/Claudine Meredith-Goujon/

Date:

09/19/2012

Total Attachments: 1

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RECEIPT INFORMATION

ETAS ID: TM246330

Receipt Date: 09/19/2012

Fee Amount: \$140

900233908 09/19/2012

## TRADEMARK ASSIGNMENT

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SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Name of Assignor previously recorded on Reel 004861 Frame 0001. Assignor(s) hereby confirms the Change of Collateral Agent.

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
The 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  
*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*  
 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
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CH \$140.00 2672034

900233460 09/13/2012

## 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

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 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

EXECUTION VERSION

**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](mailto: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](mailto: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: 004872 FRAME: 0008**



**ING CAPITAL LLC**

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

Resignation and Appointment of Agent Letter Agreement

**TRADEMARK**  
**REEL: 004872 FRAME: 0009**

**MARSICO HOLDINGS, LLC**

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

Resignation and Appt of Agent Letter Agreement

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)

**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

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**INTERCOMPANY NOTES - BONYM TO DELIVER TO ING**

<b>Note Description</b>	<b>Date</b>	<b>Signatories</b>
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)

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**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

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

Note Description	Date	Signatories
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)