

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Rampart Investment Management Company, LLC		11/15/2012	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	The Bank of New York Mellon		
Street Address:	One Wall Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10286		
Entity Type:	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 3</b>			
Property Type	Number	Word Mark	
Registration Number:	1309342	RAMPART	
Registration Number:	3119004	ROMS	
Registration Number:	3582041		
<b>CORRESPONDENCE DATA</b>			
Fax Number:	2125414630		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-541-2000		
Email:	nyuspto@bryancave.com		
Correspondent Name:	Patricia L. Werner/Bryan Cave LLP		
Address Line 1:	1290 Avenue of the Americas		
Address Line 4:	New York, NEW YORK 10104		
ATTORNEY DOCKET NUMBER:	0228945/RAMPART-BNYMELLON		
NAME OF SUBMITTER:	Patricia L. Werner		

CH \$90.00 1309342

Signature:	/patricialwerner/
Date:	11/16/2012
<b>Total Attachments: 5</b> source=Virtus -Rampart Trademark Security Agreement (Execution Version) (2)#page1.tif source=Virtus -Rampart Trademark Security Agreement (Execution Version) (2)#page2.tif source=Virtus -Rampart Trademark Security Agreement (Execution Version) (2)#page3.tif source=Virtus -Rampart Trademark Security Agreement (Execution Version) (2)#page4.tif source=Virtus -Rampart Trademark Security Agreement (Execution Version) (2)#page5.tif	

**TRADEMARK SECURITY AGREEMENT**

TRADEMARK SECURITY AGREEMENT dated as of November 15, 2012 (this "Agreement"), among RAMPART INVESTMENT MANAGEMENT COMPANY, LLC, a Delaware 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 Amended and Restated Credit Agreement, dated as of September 10, 2012 (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

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.

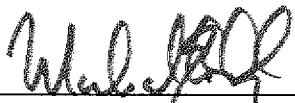

4. Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract. Delivery of an executed signature page to this Agreement by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

RAMPART INVESTMENT MANAGEMENT  
COMPANY, LLC

By:   
Name: Michael A. Angerthal  
Title: *Executive Vice President & Chief Financial Officer* 

THE BANK OF NEW YORK MELLON  
as Administrative Agent

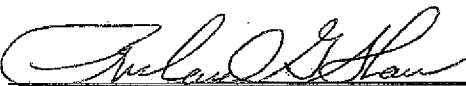
By: \_\_\_\_\_  
Name: Richard G. Shaw  
Title: Vice President

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

RAMPART INVESTMENT MANAGEMENT  
COMPANY, 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

Grantor	Mark	Reg. No.	Reg. Date	Serial No.	Filing Date	Status
Rampart Investment Management Company, LLC	Rampart®	1309342	December 11, 1984	73464402	February 6, 1984	Registered
Rampart Investment Management Company, LLC	ROMS®	3119004	July 25, 2006	76645284	August 19, 2005	Registered
Rampart Investment Management Company, LLC	“miscellaneous dot design”®	3582041	March 3, 2009	76689613	May 14, 2008	Registered

Rampart Investment Management Company, LLC  
 Trademark Security Agreement