
SCHEDULE 14A INFORMATION

PROXY STATEMENT PURSUANT TO SECTION 14(a)
OF THE SECURITIES EXCHANGE ACT OF 1934

Filed by the Registrant [X]
Filed by a Party other than the Registrant []

Check the appropriate box:

- Preliminary Proxy Statement
- Confidential, for Use of the Commission Only (as permitted by Rule 14a-6(e)(2))
- Definitive Proxy Statement
- Definitive Additional Materials
- Soliciting Material under Rule 14a-12

TRUST FOR PROFESSIONAL MANAGERS

(Name of Registrant as Specified In Its Charter)

Payment of Filing Fee (Check the appropriate box):

No fee required.

Fee computed on table below per Exchange Act Rules 14a-6(i)(1) and 0-11.

- (1) Title of each class of securities to which transaction applies:
- (2) Aggregate number of securities to which transaction applies:
- (3) Per unit price or other underlying value of transaction computed pursuant to Exchange Act Rule 0-11:
- (4) Proposed maximum aggregate value of transaction:
- (5) Total Fee Paid:

Fee paid previously with preliminary materials.

Check box if any part of the fee is offset as provided by Exchange Act Rule 0-11(a)(2) and identify the filing for which the offsetting fee was paid previously. Identify the previous filing by registration statement number, or the Form or Schedule and the date of its filing.

- (1) Amount Previously Paid:
 - (2) Form, Schedule or Registration Statement No.:
 - (3) Filing Party:
 - (4) Date Filed:
-

Proxy Materials

PLEASE CAST YOUR VOTE NOW!

COOKSON PEIRCE CORE EQUITY FUND

A Series of Trust for Professional Managers

c/o U.S. Bancorp Fund Services, LLC
P.O. Box 701
Milwaukee, Wisconsin 53201-0701
1-866-412-CORE
(1-866-412-2673)

Dear Shareholder:

Cookson, Peirce & Co., Inc. ("Cookson") has served as the investment adviser to the Cookson Peirce Core Equity Fund (the "Fund"), a series of Trust for Professional Managers (the "Trust"), since its inception. Beginning in 2001, Cookson began to transition ownership of the firm from its original founding members to certain current employees of the firm. Daniel S. Henderson, Bruce W. Miller and Nancy L. Santory have been purchasing interests in Cookson from the founding members as part of this transition process. Effective on June 30, 2010, Jane Cookson and Robert B. Peirce, the remaining founding members, will retire and the transition process will be complete. Upon completion of the transition, Messrs. Henderson and Miller and Ms. Santory will be the sole owners of Cookson.

The change of ownership from the founding members to Messrs. Henderson and Miller and Ms. Santory constitutes a change in control of Cookson that will trigger an automatic termination of the present investment advisory agreement between Cookson and the Trust with respect to the Fund.

I am writing to ask for your prompt vote for the approval of a new investment advisory agreement between the Trust, on behalf of the Fund, and Cookson. The new investment advisory agreement will not result in any change of the Fund's investment strategies. This package contains information about the proposal to approve the new investment advisory agreement.

The proposal has been carefully reviewed by the Trust's Board of Trustees. **The Board of Trustees unanimously recommends that you vote FOR the proposal.**

It is very important that we receive your vote before June 25, 2010. Voting is quick and easy. Everything you need is enclosed. To cast your vote:

- **PHONE:** Call the toll-free number on your proxy card. Enter the control number on your proxy card and follow the instructions.
- **INTERNET:** Visit the website indicated on your proxy card. Enter the control number on your proxy card and follow the instructions.
- **MAIL:** Complete the proxy card(s) enclosed in this package. **BE SURE TO SIGN EACH CARD** before mailing it in the postage-paid envelope.

I appreciate your participation and prompt response in this matter.

Sincerely,
[/s/ Daniel S. Henderson](#)
Daniel S. Henderson
President
Cookson, Peirce & Co., Inc.

Important information to help you understand and vote on the proposal:

Please read the full text of the proxy statement. Below is a brief overview of the proposal to be voted upon. Your vote is important.

What is this document and why did you send it to me?

We are sending this document to you for your use in deciding whether to approve the new investment advisory agreement with Cookson, Peirce & Co., Inc. ("Cookson") to enable Cookson to continue as the investment adviser for the Cookson Peirce Core Equity Fund (the "Fund"), a series of Trust for Professional Managers (the "Trust"). This document includes a Notice of Special Meeting of Shareholders, a Proxy Statement, and a form of Proxy.

At a meeting of the Trust's Board of Trustees (the "Board") held on April 20, 2010, the Board approved, subject to shareholder approval, Cookson as the investment adviser to the Fund and the new investment advisory agreement.

What am I being asked to vote on?

You are being asked to vote to approve the new investment advisory agreement between Cookson and the Trust on behalf of the Fund.

Beginning in 2001, Cookson began to transition ownership of the firm from its original founding members to certain current employees of the firm. Daniel S. Henderson, Bruce W. Miller and Nancy L. Santory have been purchasing interests in Cookson from the founding members as part of the transition process. Effective on June 30, 2010, Jane Cookson and Robert B. Peirce, the remaining founding members, will retire and the transition process will be complete. Upon completion of the transition, Messrs. Henderson and Miller and Ms. Santory will be the sole owners of Cookson.

The change of ownership from the founding members to Messrs. Henderson and Miller and Ms. Santory constitutes a change in control of Cookson that will trigger an automatic termination of the present investment advisory agreement between Cookson and the Trust on behalf of the Fund. Accordingly, the Fund needs shareholder approval to approve a new investment advisory agreement in order to re-engage Cookson as the Fund's investment adviser on a permanent basis. There are no material differences between the present investment advisory agreement and the proposed new investment advisory agreement, other than their effective dates.

If Fund shareholders do not approve a new investment advisory agreement with Cookson as the investment adviser for the Fund, then the Board will have to consider other alternatives for the Fund including, upon termination of the present investment advisory agreement, entering into an interim investment advisory agreement with Cookson pursuant to Rule 15a-4 under the Investment Company Act of 1940 (the "1940 Act") pursuant to which the Fund would have 150 days to obtain shareholder approval of a permanent agreement.

How will my approval of this proposal affect the management and operation of the Fund?

The Fund's investment strategies will not change as a result of the new investment advisory agreement with Cookson. The same management team will continue to manage the Fund's portfolio.

How will my approval of this proposal affect the expenses of the Fund?

The proposed approval of the new investment advisory agreement with Cookson will not result in an increase of the investment advisory fee paid by the Fund to Cookson or in the Fund's total expenses.

What are the primary reasons for the selection of Cookson as the investment adviser of the Fund?

The Board weighed a number of factors in reaching its decision to approve Cookson as the investment adviser for the Fund, including the history, reputation, qualifications and resources of Cookson and the fact that Cookson's current portfolio managers would continue to provide the day-to-day management of the Fund. The Board also considered that, as a result of the proposal, the Fund's advisory fee would not increase. In addition, Cookson has contractually agreed to waive its advisory fee and/or reimburse expenses of the Fund to the extent necessary to ensure that the Fund's total annual operating expenses do not exceed the Fund's current expense limitation. The agreement by Cookson to waive advisory fees and/or reimburse expenses of the Fund will continue under the new investment advisory agreement until at least August 31, 2012.

Q&A

Are there any material differences between the present investment advisory agreement and the proposed new investment advisory agreement?

No. There are no material differences between the present investment advisory agreement and the proposed new investment advisory agreement, other than their effective dates.

Has the Board approved the proposal?

Yes. The Board has unanimously approved the proposal set forth herein, and recommends that shareholders also vote to approve the proposal.

Who is Broadridge Financial Solutions, Inc.?

Broadridge Financial Solutions, Inc. is a third party proxy vendor that the Fund has engaged to contact shareholders and record proxy votes. In order to hold a shareholder meeting, a quorum must be reached. If a quorum is not attained, the meeting must adjourn to a future date. Voting your shares immediately will help minimize additional solicitation expenses and prevent the need to call you to solicit your vote.

Who is paying for this proxy mailing and for the other expenses and solicitation costs associated with this shareholder meeting?

The expenses incurred in connection with preparing the proxy statement and its enclosures and all related legal and solicitation expenses will be paid by Cookson.

Who is eligible to vote?

Shareholders of record of the Fund as of the close of business on April 30, 2010 (the "Record Date") are entitled to be present and to vote at the special meeting of shareholders (the "Special Meeting") or any adjournment thereof. Shareholders of record of the Fund at the close of business on the Record Date will be entitled to cast one vote for each full share and a fractional vote for each fractional share they hold on each proposal presented at the Special Meeting.

What vote is required?

Approval of the new investment advisory agreement with Cookson requires the vote of the "majority of the outstanding voting securities" of the Fund. Under the 1940 Act, a "majority of the outstanding voting securities" is defined as the lesser of: (1) 67% or more of the voting securities of the Fund entitled to vote present in person or by proxy at the Special Meeting, if the holders of more than 50% of the outstanding voting securities entitled to vote thereon are present in person or represented by proxy; or (2) more than 50% of the outstanding voting securities of the Fund entitled to vote thereon.

How do I vote my shares?

Although you may attend the Special Meeting and vote in person, you do not have to. You can vote your shares by completing and signing the enclosed proxy card and mailing it in the enclosed postage-paid envelope. You may also vote by touch-tone telephone by calling the toll-free number printed on your proxy card and following the recorded instructions.

Q&A

In addition, you may vote through the Internet by visiting www.proxyvote.com and following the on-line instructions. If you need any assistance, or have any questions regarding the proposal or how to vote your shares, please call 1-866-412-2673.

If you simply sign and date the proxy card but do not indicate a specific vote, your shares will be voted FOR the proposal and to grant discretionary authority to the persons named in the card as to any other matters that properly come before the Special Meeting. Abstentions will be treated as votes AGAINST the proposal.

Shareholders who execute proxies may revoke them at any time before they are voted by (1) filing with the Fund a written notice of revocation, (2) timely voting a proxy bearing a later date or (3) by attending the Special Meeting and voting in person.

How can a quorum be established?

One-third of the Fund's outstanding shares, present in person or represented by proxy, constitutes a quorum at the Special Meeting. Proxies returned for shares that represent broker non-votes, and shares whose proxies reflect an abstention on any item, are all counted as shares present and entitled to vote for purposes of determining whether the required quorum of shares exists. However, since such shares are not voted in favor of the proposal, they have the effect of counting as a vote AGAINST the proposal. If a quorum is not present for the Fund at the Special Meeting, or if a quorum is present at the Special Meeting but sufficient votes to approve the proposal are not received on behalf of the Fund, or if other matters arise requiring shareholder attention, persons named as proxy agents may propose one or more adjournments of the Special Meeting to permit further solicitation of proxies with respect to the Fund.

Please complete, sign and return the enclosed proxy card in the enclosed envelope. You may vote your proxy by Internet or telephone in accordance with the instructions set forth on the enclosed proxy card. No postage is required if mailed in the United States.

Q&A

COOKSON PEIRCE CORE EQUITY FUND

A Series of Trust for Professional Managers

**c/o U.S. Bancorp Fund Services, LLC
P.O. Box 701
Milwaukee, Wisconsin 53201-0701
1-866-412-CORE
(1-866-412-2673)**

NOTICE OF SPECIAL MEETING OF SHAREHOLDERS

A special meeting of shareholders (the "Special Meeting") of the Cookson Peirce Core Equity Fund (the "Fund"), a series of Trust for Professional Managers (the "Trust"), will be held at the offices of the Fund's administrator, U.S. Bancorp Fund Services, LLC, 615 East Michigan Avenue, Milwaukee, Wisconsin 53202, on Friday, June 25, 2010, at 9:00 a.m., Central time.

The purpose of the Special Meeting is to consider and act upon the following proposal and to transact such other business as may properly come before the Special Meeting or any adjournments thereof:

1. to approve an Investment Advisory Agreement between Cookson, Peirce & Co., Inc. and the Trust on behalf of the Fund.
2. to transact such other business as may properly come before the Special Meeting or any adjournments thereof.

The Trust's Board of Trustees has fixed the close of business on April 30, 2010 as the record date for the determination of the shareholders entitled to notice of, and to vote at, the Special Meeting and any adjournments thereof.

By order of the Board of Trustees,

Rachel A. Spearo, Secretary

May 7, 2010

Your vote is important – please vote your shares promptly.

Shareholders are invited to attend the Special Meeting in person. Any shareholder who does not expect to attend the Special Meeting is urged to vote using the touch-tone telephone or Internet voting instructions found on the enclosed proxy card or indicate voting instructions on the enclosed proxy card, date and sign it, and return it in the envelope provided, which needs no postage if mailed in the United States. In order to avoid unnecessary expense, we ask your cooperation in responding promptly, no matter how large or small your holdings may be.

PROXY STATEMENT

**SPECIAL MEETING OF SHAREHOLDERS OF THE
COOKSON PEIRCE CORE EQUITY FUND**

A Series of Trust For Professional Managers

c/o U.S. Bancorp Fund Services, LLC
P.O. Box 701
Milwaukee, Wisconsin 53201-0701
1-866-412-CORE
(1-866-412-2673)

TO BE HELD ON JUNE 25, 2010

This Proxy Statement is furnished in connection with a solicitation of proxies made by, and on behalf of, the Board of Trustees (the "Board") of Trust for Professional Managers (the "Trust") and its series, Cookson Peirce Core Equity Fund (the "Fund"), and at any adjournments thereof (the "Special Meeting"), to be held on Friday, June 25, 2010 at 9:00 a.m., Central time, at the offices of the Fund's administrator, U.S. Bancorp Fund Services, LLC, 615 East Michigan Avenue, Milwaukee, Wisconsin 53202.

Shareholders of record at the close of business on the record date, established as April 30, 2010 (the "Record Date"), are entitled to notice of, and to vote at, the Special Meeting. This proxy statement is expected to be mailed to shareholders on or about May 14, 2010. The Special Meeting is being held to vote on the following proposal and to transact such other business as may properly come before the Special Meeting or any adjournments thereof:

PROPOSAL. To Approve an Investment Advisory Agreement Between Cookson, Peirce & Co., Inc. and the Trust on behalf of the Fund.

Shareholders of the Fund are being asked to approve a new investment advisory agreement between Cookson, Peirce & Co., Inc. ("Cookson") and the Trust on behalf of the Fund.

Important Notice Regarding the Availability of Proxy Materials for the Shareholder Meeting to be Held on June 25, 2010:

The Notice of Special Meeting, Proxy Statement and Proxy Card are available at www.proxyvote.com. Enter the control number provided on your Proxy Card and follow the instructions. To obtain directions to attend the Special Meeting, please call 1-866-412-CORE (1-866-412-2673). For a free copy of the Fund's latest annual and/or semi-annual report, call 1-866-412-CORE (1-866-412-2673) or visit the Fund's website at www.cooksonpeirce.com or write to the Fund, c/o U.S. Bancorp Fund Services, LLC, P.O. Box 701, Milwaukee, Wisconsin 53201-0701.

Background

Cookson has served as the investment adviser to the Fund since its inception. Beginning in 2001, Cookson began to transition ownership of the firm from its original founding members to certain current employees of the firm. Daniel S. Henderson, Bruce W. Miller and Nancy L. Santory have been purchasing interests in Cookson from the founding members as part of the transition process. Effective on June 30, 2010, Jane Cookson and Robert B. Peirce, the remaining founding members, will retire and the transition process will be complete. Upon completion of the transition, Messrs. Henderson and Miller and Ms. Santory will be the sole owners of Cookson.

The change of ownership from the founding members to Messrs. Henderson and Miller and Ms. Santory constitutes a change in control of Cookson. Under the Investment Company Act of 1940, as amended (the "1940 Act"), an investment advisory agreement automatically terminates when an investment adviser undergoes a change in control.

With the change in control of Cookson and the resulting termination of Cookson's present investment advisory agreement with the Trust on behalf of the Fund, the Board was required to take action to approve the necessary arrangements for the continued management of the Fund by the same portfolio management team.

At a meeting of the Board held on April 20, 2010, the Board, including a majority of Trustees who are not "interested persons," as that term is defined under the 1940 Act (the "Independent Trustees"), voted unanimously to approve the proposed new investment advisory agreement (the "New Investment Advisory Agreement") between Cookson and the Trust on behalf of the Fund, retaining Cookson as investment adviser for the Fund. The Board also voted unanimously to recommend that shareholders approve the New Investment Advisory Agreement.

Accordingly, the Fund needs shareholder approval to re-engage Cookson as its investment adviser on a permanent basis. If the Fund's shareholders do not approve Cookson as the investment adviser for the Fund, then the Board will have to consider other alternatives for the Fund including, upon termination of the present investment advisory agreement, entering into an interim investment advisory agreement with Cookson pursuant to Rule 15a-4 under the 1940 Act pursuant to which the Fund would have 150 days to obtain shareholder approval of a permanent agreement

Legal Requirements in Approving the New Investment Advisory Agreement

To avoid disruption of the Fund's investment management and after considering the potential benefits to shareholders of re-engaging Cookson as the Fund's investment advisor, as discussed more fully below, the Board voted unanimously to approve the New Investment Advisory Agreement.

The form of the New Investment Advisory Agreement is attached hereto as **Exhibit A**. The terms of the New Investment Advisory Agreement are substantially similar to the terms of the prior investment advisory agreement dated July 21, 2005 (the "Prior Investment Advisory Agreement") with respect to services to be provided by Cookson compared to those it previously provided. The Prior Investment Advisory Agreement was last submitted to the shareholders of the Fund for approval on August 3, 2005, and was effective as of inception of the Fund.

The New Investment Advisory Agreement and the Prior Investment Advisory Agreement have identical fee structures. There are no material differences between the two agreements, other than their effective dates. The material terms of the New Investment Advisory Agreement and the Prior Investment Advisory Agreement are compared below in the "Summary of the New Investment Advisory Agreement and Prior Investment Advisory Agreement" section.

If the Fund's shareholders do not approve the New Investment Advisory Agreement at the Special Meeting, or at an adjournment of the Special Meeting, the Board will consider other alternatives and will make such arrangements for the Fund's investments as it deems appropriate and in the best interests of the Fund, including (without limitation) operating pursuant to an interim investment advisory agreement under Rule 15a-4 until a permanent agreement is approved by the Fund's shareholders.

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Compensation Paid to Cookson

Under the Prior Investment Advisory Agreement, Cookson is entitled to receive a monthly advisory fee computed at an annual rate of 1.00% of the Fund's average daily net assets in return for the services provided by Cookson as investment adviser to the Fund. The fee structure under the New Investment Advisory Agreement with Cookson will be identical to the fee structure under the Prior Investment Advisory Agreement. For the fiscal year ended May 31, 2009, the Fund paid Cookson investment advisory fees in the amounts shown below.

Management Fees Paid to Cookson for the Fiscal Year Ended May 31, 2009

Advisory Fee Payable	Advisory Fee Waived	Advisory Fee Retained
\$171,392	\$93,292	\$78,100

In connection with the Prior Investment Advisory Agreement, Cookson contractually agreed to an operating expense limitation that limited the Fund's total annual operating expenses to 1.50% of the Fund's average annual net assets. Additionally, in the event the Fund's operating expenses, as accrued each month, exceeded the Fund's annual expense limitation, Cookson agreed to pay to the Fund, on a monthly basis, the excess expenses within 30 days of notification that such payment was due. This expense limitation will continue in effect under the New Investment Advisory Agreement with Cookson until at least August 31, 2012.

Information about Cookson, Peirce & Co., Inc.

Cookson is registered with the Securities and Exchange Commission ("SEC") as an investment adviser under the Investment Advisers Act of 1940, as amended. Cookson's principal office is located at 555 Grant Street, Suite 380, Pittsburgh, Pennsylvania 15219. As of November 30, 2009, Cookson and its affiliates managed approximately \$376.3 million of investment assets.

The following table sets forth the name, position and principal occupation of each current member and principal officer of Cookson. Each individual's address is 555 Grant Street, Suite 380, Pittsburgh, Pennsylvania 15219.

Name	Position/Principal Occupation
Robert B. Peirce	Co-Chairman and Director
Jane Cookson	Co-Chairman and Director
Bruce W. Miller	Secretary, Chief Investment Officer, Chief Compliance Officer and Director
Nancy L. Santory	Treasurer, Chief Executive Officer and Director
Daniel S. Henderson	President and Director

The following table sets forth the name of each person who owns of record, or beneficially, 10% or more of the outstanding voting securities of Cookson. Each individual's address is 555 Grant Street, Suite 380, Pittsburgh, Pennsylvania 15219.

Name	% of Voting Securities Held
Jane Cookson	15.9%
Robert B. Peirce	18.5%
Daniel S. Henderson	18.8%
Bruce W. Miller	26.8%
Nancy L. Santory	20.0%

Summary of the New Investment Advisory Agreement and the Prior Investment Advisory Agreement

A copy of the proposed New Investment Advisory Agreement is attached hereto as **Exhibit A**. The following description is only a summary. However, all material terms of the New Investment Advisory Agreement have been included in this summary. You should refer to **Exhibit A** for the New Investment Advisory Agreement, and the description set forth in this Proxy Statement of the New Investment Advisory Agreement is qualified in its entirety by reference to **Exhibit A**. The investment advisory services to be provided by Cookson under the New Investment Advisory Agreement and the fee structure are identical to the services currently provided by Cookson and the fee structure under the Prior Investment Advisory Agreement.

Advisory Services. Both the New Investment Advisory Agreement and the Prior Investment Advisory Agreement state that, subject to the supervision and direction of the Board, Cookson will provide for the overall management of the Fund including: (i) furnish the Fund with advice and recommendations with respect to the investment of the Fund's assets and the purchase and sale of portfolio securities for the Fund, including the taking of such steps as may be necessary to implement such advice and recommendations (*i.e.*, placing the orders); (ii) manage and oversee the investments of the Fund, subject to the ultimate supervision and direction of the Board; (iii) vote proxies for the Fund, file ownership reports under Section 13 of the Securities Exchange Act of 1934 for the Fund, and take other actions on behalf of the Fund; (iv) maintain the books and records required to be maintained by the Fund except to the extent arrangements have been made for such books and records to be maintained by the administrator or another agent of the Fund; (v) furnish reports, statements and other data on securities, economic conditions and other matters related to the investment of the Fund's assets which the Fund's administrator or distributor or the officers of the Trust may reasonably request; and (vi) render to the Board such periodic and special reports with respect to the Fund's investment activities as the Board may reasonably request, including at least one in-person appearance annually before the Board.

Brokerage. Both the New Investment Advisory Agreement and the Prior Investment Advisory Agreement provide that Cookson shall be responsible for decisions to buy and sell securities for the Fund, for broker-dealer selection and for negotiation of brokerage commission rates, provided that Cookson shall not direct orders to an affiliated person of Cookson without general prior authorization to use such affiliated broker or dealer from the Board. Cookson's primary consideration in effecting a securities transaction will be execution at the most favorable price. In selecting a broker-dealer to execute each particular transaction, Cookson may take the following into consideration: the best net price available; the reliability, integrity and financial condition of the broker-dealer; the size of and difficulty in executing the order; and the value of the expected contribution of the broker-dealer to the investment performance of the Fund on a continuing basis. The price to the Fund in any transaction may be less favorable than that available from another broker-dealer if the difference is reasonably justified by other aspects of the portfolio execution services offered.

Payment of Expenses. Under both the New Investment Advisory Agreement and the Prior Investment Advisory Agreement, Cookson is responsible for providing the personnel, office space and equipment reasonably necessary for the operation of the Fund, the expenses of printing and distributing copies of the Fund's prospectus, SAI, and sales and advertising materials to prospective investors, the costs of any special Board meetings or shareholder meetings convened for the primary benefit of Cookson, and any costs of liquidating or reorganizing the Fund.

The Fund is responsible for all of its own expenses, except for those specifically assigned to Cookson under the investment advisory agreement, including but not limited to: fees and expenses incurred in connection with the issuance, registration and transfer of its shares; brokerage and commission expenses; all fees and expenses related to Fund custody, shareholder services and Fund accounting; interest charges on any borrowings; costs and expenses of pricing and calculating its daily net asset value and of maintaining its books; insurance premiums on property or personnel of the Fund which inure to its benefit; the cost of preparing and printing regulatory documents and other communications for distribution to existing shareholders; legal, auditing and accounting fees; fees and expenses (including legal fees) of registering and maintaining registration of its shares for sale; all expenses of maintaining and servicing shareholder accounts, and all other charges and costs of its operation plus any extraordinary and non-recurring expenses.

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Management Fees. Both the New Investment Advisory Agreement and Prior Investment Advisory Agreement contain an identical fee structure based on the Fund's average daily net assets.

Duration and Termination. The Prior Investment Advisory Agreement provided that the agreement would become effective at the time the Fund commenced operations. The New Investment Advisory Agreement provides that the agreement will become effective at the time the Fund receives an affirmative vote of a majority of the outstanding voting securities of the Fund. Both the Prior Investment Advisory Agreement and the New Investment Advisory Agreement provide that the agreements will continue in effect for a period of two years, unless sooner terminated, and that they shall continue in effect for successive annual periods, with such continuation to be approved at least annually by the Board or by the vote of a majority of the outstanding securities of the Fund. Both the Prior Investment Advisory Agreement and the New Investment Advisory Agreement may be terminated at any time, on 60 days' prior written notice, by the Fund (by vote of the Board or by the vote of a majority of the outstanding voting securities of the Fund) without the payment of a penalty, or by Cookson at any time, without the payment of a penalty, upon 60 days' prior written notice.

Limitation on Liability and Indemnification. Both the New Investment Advisory Agreement and the Prior Investment Advisory Agreement provide that, in the absence of willful misfeasance, bad faith, negligence, or reckless disregard of the duties imposed on Cookson by the agreement. Cookson will not be subject to liability to the Trust or the Fund for any act or omission in the course of, or connected with, rendering services under the agreement or for any losses sustained in the purchase, holding or sale of any security of the Fund.

Board Recommendation of Approval

In reaching its decision to recommend the approval of the New Investment Advisory Agreement, the Board, including each of the Independent Trustees, met in person at a meeting held on April 20, 2010, during which the Board reviewed materials related to Cookson. In the course of their review, the Trustees considered their fiduciary responsibilities with regard to all factors deemed to be relevant to the Fund. The Board also considered other matters, including, but not limited to the following: (1) the quality of services provided to the Fund in the past by Cookson since the Fund's inception compared to the quality of services expected to be provided to the Fund with Cookson as the investment adviser going forward; (2) the performance of the Fund while managed by Cookson; (3) the fact that there are no material differences between the terms of the New Investment Advisory Agreement and the terms of the Prior Investment Advisory Agreement; (4) the fact that Cookson is retaining the Fund's current portfolio managers to continue managing the Fund, as well as the fact that the Fund will benefit from the depth of investment talent and resources of Cookson; (5) the fact that the fee structure under the New Investment Advisory Agreement will be identical to the fee structure under the Prior Investment Advisory Agreement and that Cookson has agreed to maintain the Fund's current expense limitation agreement; and (6) other factors deemed relevant.

The Board also evaluated the New Investment Advisory Agreement in light of information they had requested and received from Cookson prior to the April 20, 2010 meeting. The Board reviewed these materials with management of Cookson. Below is a summary of the material factors considered by the Board in its deliberations as to whether to approve the New Investment Advisory Agreement, and the Board's conclusions. In their deliberations, the Trustees did not rank the importance of any particular piece of information or factor considered, but considered these matters in their totality.

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Nature, Extent and Quality of Services Provided to the Fund. The Trustees considered the nature, extent and quality of services provided by Cookson to the Fund and the amount of time devoted to the Fund's affairs by Cookson's staff. The Trustees considered Cookson's specific responsibilities in all aspects of day-to-day management of the Fund, including the investment strategies implemented by Cookson, as well as the qualifications, experience and responsibilities of Bruce W. Miller and Cory S. Krebs, the Fund's portfolio managers, and other key personnel at Cookson involved in the day-to-day activities of the Fund. The Trustees reviewed information provide by Cookson in a due diligence summary, including the structure of Cookson's compliance program, and a summary detailing the key features of the compliance policies and procedures, and Cookson's marketing activity and goals and its continuing commitment to the growth of Fund assets. The Trustees noted that during the course of the prior year they had met with representatives of Cookson in person to discuss the Fund's performance and outlook, along with the marketing and compliance efforts made by Cookson. The Trustees also noted any services that extended beyond portfolio management, and they considered the trading capability of Cookson. The Trustees discussed in detail Cookson's handling of compliance matters, including the reports of the Fund's chief compliance officer to the Board on the effectiveness of Cookson's compliance program. The Trustees concluded that Cookson had sufficient quality and depth of personnel, resources, investment methods and compliance policies and procedures essential to performing its duties under the New Investment Advisory Agreement and that the nature, overall quality and extent of the management services provided to the Fund, as well as Cookson's compliance policies and procedures, were satisfactory and reliable.

Investment Performance of Cookson and the Fund. The Trustees discussed the Fund's recent performance and the overall performance by Cookson since the inception of the Fund on August 3, 2005. In assessing the quality of the portfolio management services delivered by Cookson, the Trustees also compared the short-term and long-term performance of the Fund on both an absolute basis and in comparison to a benchmark index, the S&P 500 Index. The Trustees also reviewed information on the historical performance of other accounts managed by Cookson that were similar to the Fund in terms of investment strategy, as well as other separately-managed accounts of Cookson with different investment strategies. The Trustees noted that the Fund's performance was generally in line with its benchmark index. The Trustees also noted that the Fund's recent performance was generally in line with the composite performance of the other accounts managed by Cookson that were similar to the Fund in terms of investment strategy (i.e., Cookson's all-cap equity strategy). After considering all of the information, the Trustees concluded that the performance obtained by Cookson for the Fund was satisfactory under current market conditions. Although past performance is not a guarantee or indication of future results, the Trustees determined that the Fund and its shareholders were likely to benefit from Cookson's continued management.

Costs of Service and Profits Realized by Cookson. The Trustees considered the cost of services and the structure of Cookson's fees, including a review of the expense analyses and other pertinent material with respect to the Fund. The Trustees reviewed the related statistical information and other materials provided, including the comparative expenses, expense components and peer group selections. The Trustees considered data relating to the cost structure of the Fund relative to a peer group of multi-cap growth funds, as compiled by Lipper, Inc., and Cookson's separately-managed accounts, as well as the fee waivers and expense reimbursements by Cookson.

The Trustees also considered the overall profitability of Cookson, reviewing Cookson's financial information and noting that Cookson had subsidized the Fund's operations since the Fund's inception and had not yet recouped those subsidies. The Trustees also examined the level of profits that could be expected to accrue to Cookson from the fees payable under the New Investment Advisory Agreement and the expense subsidization undertaken by Cookson, as well as the Fund's brokerage practices and use of soft dollars by Cookson. These considerations were based on materials requested by the Trustees and the Fund's administrator specifically for the April 20, 2010 meeting at which the New Investment Advisory Agreement was formally considered.

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The Trustees noted that the Fund's contractual management fee of 1.00% was higher than the peer group median, but lower than the high end of the peer group. The Trustees also noted that the Fund's total expenses (net of fee waivers and expense reimbursements) of 1.50% were within the range of total expense ratios of the Fund's peer group. The Trustees then compared the fees paid by the Fund to the fees paid by Cookson's separately-managed accounts, noting that the management fee was the same.

The Trustees concluded that the Fund's expenses and advisory fees payable to Cookson were fair and reasonable in light of the comparative performance and expense management fee information. The Trustees further concluded that Cookson's profit from sponsoring the Fund had not been, and currently was not, excessive and that Cookson had maintained adequate profit levels to support the services to the Fund.

Extent of Economies of Scale as the Fund Grows. The Trustees compared the Fund's expenses relative to its peer group and discussed realized and potential economies of scale. The Trustees also reviewed the structures of the Fund's advisory fee and whether the Fund was large enough to generate economies of scale for shareholders or whether economies of scale would be expected to be realized as Fund assets grow (and if so, how those economies of scale were being or would be shared with shareholders). The Trustees reviewed all fee waivers and expense reimbursements by Cookson with respect to the Fund. The Trustees noted that the Fund's advisory fee structure did not contain any breakpoint reductions as the Fund's assets grow in size, but that Cookson was open to consider breakpoints in its fee structure when the asset level of the Fund increases. The Trustees concluded that Cookson's advisory fee structure and any applicable expense waivers were reasonable and reflect a sharing of economies of scale between Cookson and the Fund at the Fund's current asset level.

Benefits Derived from the Relationship with the Fund. The Trustees considered the direct and indirect benefits that could be realized by Cookson from its association with the Fund, including Cookson's summary of "fall-out" benefits. The Trustees examined the brokerage practices of Cookson with respect to the Fund. The Trustees concluded that the benefits Cookson may receive, such as greater name recognition or increased ability to obtain research or brokerage services, appear to be reasonable, and in many cases may benefit the Fund through growth in assets.

No single factor was determinative in the Board's decision to approve the New Investment Advisory Agreement for the Fund, but rather the Board based its determination on the total mix of information available to the Trustees. Based on a consideration of all the factors in their totality, the Board determined that the New Investment Advisory Agreement with Cookson, including the advisory fees, was fair and reasonable. The Board therefore determined that the approval of the New Investment Advisory Agreement would be in the best interest of the Fund and its shareholders.

Vote Required

Approval of the proposal to approve the New Investment Advisory Agreement in order to re-engage Cookson as the investment adviser for the Fund requires the vote of the "majority of the outstanding voting securities" of the Fund. Under the 1940 Act, a "majority of the outstanding voting securities" is defined as the lesser of: (1) 67% or more of the voting securities of the Fund entitled to vote present in person or by proxy at the Special Meeting, if the holders of more than 50% of the outstanding voting securities entitled to vote thereon are present in person or represented by proxy; or (2) more than 50% of the outstanding voting securities of the Fund entitled to vote thereon.

Based on all of the foregoing, the Trustees recommend that shareholders of the Fund vote FOR the approval of the New Investment Advisory Agreement.

Proxy

OTHER BUSINESS

The Board knows of no other business to be brought before the Special Meeting. However, if any other matters properly come before the Special Meeting, proxies that do not contain specific instructions to the contrary will be voted on such matters in accordance with the judgment of the persons designated therein.

SUBMISSION OF SHAREHOLDER PROPOSALS

The Fund does not hold annual shareholder meetings. Shareholders wishing to submit proposals for inclusion in a proxy statement for a shareholder meeting should send their written proposals to the Secretary of the Trust, c/o U.S. Bancorp Fund Services, LLC, P.O. Box 701, Milwaukee, Wisconsin 53201-0701. Proposals must be received a reasonable time prior to the date of a meeting of shareholders to be considered for inclusion in the proxy materials for the meeting. Timely submission of a proposal does not, however, necessarily mean the proposal will be included.

NOTICE TO BANKS, BROKER-DEALERS AND

VOTING TRUSTEES AND THEIR NOMINEES

Banks, broker-dealers, voting trustees and their nominees should advise the Fund, in care of U.S. Bancorp Fund Services, LLC, 615 East Michigan Street, Milwaukee, Wisconsin 53202, whether other persons are beneficial owners of shares held in their names for which proxies are being solicited and, if so, the number of copies of the Proxy Statement they wish to receive in order to supply copies to the beneficial owners of the respective shares.

ADDITIONAL INFORMATION

Any Purchases or Sales of Securities of Cookson

Since the beginning of the most recently completed fiscal year, no Trustee has made any purchases or sales of securities of Cookson or any of its affiliated companies.

Voting Securities, Principal Shareholders and Management Ownership

Shareholders of the Fund at the close of business on April 30, 2010, will be entitled to be present and vote at the Special Meeting. As of that date, the Fund had 1,925,257.324 shares outstanding.

Management Ownership. As of November 30, 2009, no officer or trustee of the Fund as a group owned of record or beneficially any of the Fund's outstanding shares. Furthermore, neither the Trustees nor members of their immediate family own securities beneficially or of record in Cookson, the Fund's principal underwriter or any of their affiliates. Accordingly, neither the Trustees nor members of their immediate family, have a direct or indirect interest, the value of which exceeds \$120,000, in Cookson, the Fund's principal underwriter or any of their affiliates. In addition, during the most recently completed calendar year, neither the Trustees nor members of their immediate families have conducted any transactions (or series of transactions) in which the amount involved exceeded \$120,000 and to which Cookson, the Fund's principal underwriter or any of their affiliates was a party.

Control Persons and Principal Shareholders. A principal shareholder is any person who owns of record or beneficially 5% or more of the outstanding shares of the Fund. A control person is one who owns beneficially or through controlled companies more than 25% of the voting securities of the Fund or acknowledges the existence of control. As of April 30, 2010, the following shareholder is known by the Fund to be a control person of the Fund:

Name and Address	% Ownership	Type of Ownership
Charles Schwab & Co., Inc. For the Benefit of its Customers 101 Montgomery St. San Francisco, CA 94101	43.1%	Record

Proxy

Portfolio Transactions

The Fund does not allocate portfolio brokerage on the basis of the sales of Fund shares. Brokerage firms whose customers purchase shares of the Fund may participate in brokerage commissions, but only pursuant to the Fund's "Policy with Respect to Allocation of Brokerage to Compensate for Distribution of Fund Shares." The Fund does not execute portfolio transactions through affiliated brokers.

Solicitation of Proxies and Voting

This solicitation is being made primarily by the mailing of this Proxy Statement, along with a notice of the Special Meeting and proxy card, on or about May 14, 2010. Supplementary solicitations may be made by mail, telephone, telegraph, facsimile, electronic means or personal interview by representatives of the Fund. In addition, Broadridge Financial Solutions, Inc. may be paid on a per-call basis to solicit shareholders by telephone on behalf of the Fund. The Fund may also arrange to have votes recorded by telephone.

Voting instructions may be revoked at any time prior to the final vote at the Special Meeting by: (1) written instruction addressed to Rachel A. Spearo, Secretary, Trust for Professional Managers, c/o U.S. Bancorp Fund Services, LLC, P.O. Box 701, Milwaukee, Wisconsin 53201-0701; (2) attendance at the Special Meeting and voting in person; or (3) by proper execution and return of a new proxy card (if received in time to be voted). Mere attendance at the Special Meeting will not revoke voting instructions.

If the Fund records votes by telephone or through the Internet, it will use procedures designed to authenticate shareholders' identities, to allow shareholders to authorize the voting of their shares in accordance with their instructions and to confirm that their instructions have been properly recorded. Proxies voted by telephone or through the Internet may be revoked at any time before they are voted in the same manner that proxies voted by mail may be revoked.

The Fund expects that, before the Special Meeting, broker-dealer firms holding shares of the Fund in "street name" for their customers will request voting instructions from their customers and beneficial owners. If these instructions are not received by the date specified in the broker-dealer firms' proxy solicitation materials, these shares will be considered "broker non-votes." Broker non-votes will be counted as present for purposes of determining quorum, but will not count towards the number of votes in favor of the approval of the New Investment Advisory Agreement, which means they will have the effect of a vote against this proposal. With respect to any other business that may properly come before the Special Meeting, the effect of broker non-votes will be dependent upon the vote that is required to approve such proposal.

All proxies solicited by the Board that are properly executed and received by the Fund's Secretary prior to the Special Meeting, and are not revoked, will be voted at the Special Meeting. Shares represented by such proxies will be voted in accordance with the instructions on the proxies. If no instruction is made on a properly executed proxy, it will be voted FOR the Proposal. All shares that are voted and all votes to ABSTAIN will be counted towards establishing a quorum, but abstentions will not count toward the number of votes in favor of approval of the New Investment Advisory Agreement, which means they will have the effect of a vote against the proposal.

Proxy

With respect to shares held in individual retirement accounts (including Traditional, Rollover, SEP, SARSEP, Roth and SIMPLE IRAs), the IRA Custodian will vote those shares for which it has received instructions from shareholders in accordance with such instructions. If IRA shareholders do not vote their shares, the IRA Custodian will vote their shares for them in the same proportion as other IRA shareholders have voted.

A quorum is one-third of outstanding shares entitled to vote in person or by proxy at the Special Meeting. If a quorum is not present at the Special Meeting, or if a quorum is present at the Special Meeting but sufficient votes to approve a proposal are not received, or if other matters arise requiring shareholder attention, the persons named as proxy agents may propose one or more adjournments of the Special Meeting to permit further solicitation of proxies. Any such adjournment will require the affirmative vote of a majority of those shares present at the Special Meeting or represented by proxy. When voting on a proposed adjournment, the persons named as proxy agents will vote FOR the proposed adjournment all shares that they are entitled to vote with respect to the Proposal, unless directed to vote AGAINST the proposed adjournment.

Shareholders of record of the Fund at the close of business on April 30, 2010 will be entitled to vote at the Special Meeting Other than any principal shareholders disclosed above, to the knowledge of the Fund no other shareholder owned of record or beneficially more than 5% of the outstanding shares of the Fund as of April 30, 2010. . Each whole share you hold as of the close of business on the Record Date is entitled to one vote, and each fractional share is entitled to a proportionate fractional vote.

The Fund expects that the solicitation will be primarily by mail, but also may include telephone, facsimile or oral solicitations. If the Fund does not receive your proxy by a certain time, you may receive a telephone call from [third party proxy vendor], Trust officers, employees or agents asking you to vote. The Fund does not reimburse officers of the Trust, or regular employees and agents involved in the solicitation of proxies.

The expenses in connection with preparing this Proxy Statement and its enclosures and all related legal expenses and all solicitations will be paid by Cookson.

Service Providers

The Fund's investment adviser is Cookson, Peirce & Co., Inc., located at 555 Grant Street, Suite 380, Pittsburgh, Pennsylvania 15219. The Fund's administrator, fund accountant, and transfer agent is U.S. Bancorp Fund Services, LLC, located at 615 East Michigan Street, Milwaukee, Wisconsin 53202. U.S. Bank, N.A., 1555 North RiverCenter Drive, Suite 302, Milwaukee, Wisconsin 53212, serves as the Fund's Custodian. Quasar Distributors, LLC located at 615 East Michigan Street, Milwaukee, Wisconsin 53202, serves as the Fund's principal underwriter.

Householding

If possible, depending on shareholder registration and address information, and unless you have otherwise opted out, only one copy of this Proxy Statement will be sent to shareholders at the same address. However, each shareholder will receive separate proxy cards. If you would like to receive a separate copy of the Proxy Statement, please call 1-866-412-CORE (1-866-412-2673) or write to the Fund c/o U.S. Bancorp Fund Services, LLC, P.O. Box 701, Milwaukee, Wisconsin 53201-0701. If you currently receive multiple copies of Proxy Statements or shareholder reports and would like to request to receive a single copy of documents in the future, please call the toll-free number or write to the address above..

Proxy

Exhibit A

TRUST FOR PROFESSIONAL MANAGERS

INVESTMENT ADVISORY AGREEMENT

Cookson Peirce Core Equity Fund

THIS INVESTMENT ADVISORY AGREEMENT is made as of the ____ day of _____, 2010, by and between Trust for Professional Managers (hereinafter called the "Trust"), on behalf of the Cookson Peirce Core Equity Fund (the "Fund"), a series of the Trust, and Cookson, Peirce & Co., Inc. (hereinafter called the "Advisor").

WITNESSETH:

WHEREAS, the Trust is an open-end management investment company, registered as such under the Investment Company Act of 1940 (the "Investment Company Act"); and

WHEREAS, the Fund is a series of the Trust having separate assets and liabilities; and

WHEREAS, the Advisor is registered as an investment adviser under the Investment Advisers Act of 1940 (the "Advisers Act") and is engaged in the business of supplying investment advice as an independent contractor; and

WHEREAS, the Trust desires to retain the Advisor to render advice and services to the Fund pursuant to the terms and provisions of this Agreement, and the Advisor desires to furnish said advice and services;

NOW, THEREFORE, in consideration of the covenants and the mutual promises hereinafter set forth, the parties to this Agreement, intending to be legally bound hereby, mutually agree as follows:

1. APPOINTMENT OF ADVISOR. The Trust hereby employs the Advisor and the Advisor hereby accepts such employment, to render investment advice and related services with respect to the assets of the Fund for the period and on the terms set forth in this Agreement, subject to the supervision and direction of the Trust's Board of Trustees.

2. DUTIES OF ADVISOR.

(a) **GENERAL DUTIES.** The Advisor shall act as investment adviser to the Fund and shall supervise investments of the Fund on behalf of the Fund in accordance with the investment objectives, policies and restrictions of the Fund as set forth in the Fund's and Trust's governing documents, including, without limitation, the Trust's Agreement and Declaration of Trust and By-Laws; the Fund's prospectus, statement of additional information and undertakings; and such other limitations, policies and procedures as the Trustees may impose from time to time in writing to the Advisor. In providing such services, the Advisor shall at all times adhere to the provisions and restrictions contained in the federal securities laws, applicable state securities laws, the Internal Revenue Code, the Uniform Commercial Code and other applicable law.

Without limiting the generality of the foregoing, the Advisor shall: (i) furnish the Fund with advice and recommendations with respect to the investment of the Fund's assets and the purchase and sale of portfolio securities for the Fund, including the taking of such steps as may be necessary to implement such advice and recommendations (*i.e.*, placing the orders); (ii) manage and oversee the investments of the Fund, subject to the ultimate supervision and direction of the Trust's Board of Trustees; (iii) vote proxies for the Fund, file ownership reports under Section 13 of the Securities Exchange Act of 1934 for the Fund, and take other actions on behalf of the Fund; (iv) maintain the books and records required to be maintained by the Fund except to the extent arrangements have been made for such books and records to be maintained by the administrator or another agent of the Fund; (v) furnish reports, statements and other data on securities, economic conditions and other matters related to the investment of the Fund's assets which the Fund's administrator or distributor or the officers of the Trust may reasonably request; and (vi) render to the Trust's Board of Trustees such periodic and special reports with respect to the Fund's investment activities as the Board may reasonably request, including at least one in-person appearance annually before the Board of Trustees.

(b) **BROKERAGE.** The Advisor shall be responsible for decisions to buy and sell securities for the Fund, for broker-dealer selection, and for negotiation of brokerage commission rates, provided that the Advisor shall not direct orders to an affiliated person of the Advisor without general prior authorization to use such affiliated broker or dealer by the Trust's Board of Trustees. The Advisor's primary consideration in effecting a securities transaction will be execution at the most favorable price. In selecting a broker-dealer to execute each particular transaction, the Advisor may take the following into consideration: the best net price available; the reliability, integrity and financial condition of the broker-dealer; the size of and difficulty in executing the order; and the value of the expected contribution of the broker-dealer to the investment performance of the Fund on a continuing basis. The price to the Fund in any transaction may be less favorable than that available from another broker-dealer if the difference is reasonably justified by other aspects of the portfolio execution services offered.

Subject to such policies as the Board of Trustees of the Trust may determine and consistent with Section 28(e) of the Securities Exchange Act of 1934, as amended, the Advisor shall not be deemed to have acted unlawfully or to have breached any duty created by this Agreement or otherwise solely by reason of its having caused the Fund to pay a broker or dealer that provides (directly or indirectly) brokerage or research services to the Advisor an amount of commission for effecting a portfolio transaction in excess of the amount of commission another broker or dealer would have charged for effecting that transaction, if the Advisor determines in good faith that such amount of commission was reasonable in relation to the value of the brokerage and research services provided by such broker or dealer, viewed in terms of either that particular transaction or the Advisor's overall responsibilities with respect to the Trust. Subject to the same policies and legal provisions, the Advisor is further authorized to allocate the orders placed by it on behalf of the Fund to such brokers or dealers who also provide research or statistical material, or other services, to the Trust, the Advisor, or any affiliate of either. Such allocation shall be in such amounts and proportions as the Advisor shall determine, and the Advisor shall report on such allocations regularly to the Trust, indicating the broker-dealers to whom such allocations have been made and the basis therefor.

On occasions when the Advisor deems the purchase or sale of a security to be in the best interest of the Fund as well as of other clients, the Advisor, to the extent permitted by applicable laws and regulations, may aggregate the securities to be so purchased or sold in order to obtain the most favorable price or lower brokerage commissions and the most efficient execution. In such event, allocation of the securities so purchased or sold, as well as the expenses incurred in the transaction, will be made by the Advisor in the manner it considers to be the most equitable and consistent with its fiduciary obligations to the Fund and to such other clients.

3. REPRESENTATIONS OF THE ADVISOR.

(a) The Advisor shall use its best judgment and efforts in rendering the advice and services to the Fund as contemplated by this Agreement.

(b) The Advisor shall maintain all licenses and registrations necessary to perform its duties hereunder in good order.

(c) The Advisor shall conduct its operations at all times in conformance with the Advisers Act, the Investment Company Act, and any other applicable state and/or self-regulatory organization regulations.

4. INDEPENDENT CONTRACTOR. The Advisor shall, for all purposes herein, be deemed to be an independent contractor, and shall, unless otherwise expressly provided and authorized to do so, have no authority to act for or represent the Trust in any way, or in any way be deemed an agent for the Trust. It is expressly understood and agreed that the services to be rendered by the Advisor to the Fund under the provisions of this Agreement are not to be deemed exclusive, and the Advisor shall be free to render similar or different services to others so long as its ability to render the services provided for in this Agreement shall not be impaired thereby.

5. ADVISOR'S PERSONNEL. The Advisor shall, at its own expense, maintain such staff and employ or retain such personnel and consult with such other persons as it shall from time to time determine to be necessary to the performance of its obligations under this Agreement. Without limiting the generality of the foregoing, the staff and personnel of the Advisor shall be deemed to include persons employed or retained by the Advisor to furnish statistical information, research, and other factual information, advice regarding economic factors and trends, information with respect to technical and scientific developments, and such other information, advice and assistance as the Advisor or the Trust's Board of Trustees may desire and reasonably request and any compliance staff and personnel required by the Advisor.

6. EXPENSES.

(a) With respect to the operation of the Fund, the Advisor shall be responsible for (i) the Fund's organizational expenses, (ii) providing the personnel, office space and equipment reasonably necessary for the operation of the Fund, (iii) the expenses of printing and distributing extra copies of the Fund's prospectus, statement of additional information, and sales and advertising materials (but not the legal, auditing or accounting fees attendant thereto) to prospective investors (but not to existing shareholders) to the extent such expenses are not covered by any applicable plan adopted pursuant to Rule 12b-1 under the Investment Company Act, (iv) the costs of any special Board of Trustees meetings or shareholder meetings convened for the primary benefit of the Advisor, and (v) any costs of liquidating or reorganizing the Fund (unless such cost is otherwise allocated by the Board of Trustees). If the Advisor has agreed to limit the operating expenses of the Fund, the Advisor shall also be responsible on a monthly basis for any operating expenses that exceed the agreed upon expense limit.

(b) The Fund is responsible for and has assumed the obligation for payment of all of its expenses, other than as stated in Subparagraph 6(a) above, including but not limited to: fees and expenses incurred in connection with the issuance, registration and transfer of its shares; brokerage and commission expenses; all expenses of transfer, receipt, safekeeping, servicing and accounting for the cash, securities and other property of the Trust for the benefit of the Fund including all fees and expenses of its custodian, shareholder services agent and accounting services agent; interest charges on any borrowings; costs and expenses of pricing and calculating its daily net asset value and of maintaining its books of account required under the Investment Company Act; taxes, if any; a pro rata portion of expenditures in connection with meetings of the Fund's shareholders and the Trust's Board of Trustees that are properly payable by the Fund; salaries and expenses of officers of the Trust, including without limitation the Trust's Chief Compliance Officer, and fees and expenses of members of the Trust's Board of Trustees or members of any advisory board or committee who are not members of, affiliated with or interested persons of the Advisor; insurance premiums on property or personnel of each Fund which inure to its benefit, including liability and fidelity bond insurance; the cost of preparing and printing reports, proxy statements, prospectuses and statements of additional information of the Fund or other communications for distribution to existing shareholders; legal, auditing and accounting fees; all or any portion of trade association dues or educational program expenses determined appropriate by the Board of Trustees; fees and expenses (including legal fees) of registering and maintaining registration of its shares for sale under federal and applicable state and foreign securities laws; all expenses of maintaining and servicing shareholder accounts, including all charges for transfer, shareholder recordkeeping, dividend disbursing, redemption, and other agents for the benefit of the Fund, if any; and all other charges and costs of its operation plus any extraordinary and non-recurring expenses, except as herein otherwise prescribed.

(c) The Advisor may voluntarily absorb certain Fund expenses or waive the Advisor's own advisory fee.

(d) To the extent the Advisor incurs any costs by assuming expenses which are an obligation of the Fund as set forth herein, the Fund shall promptly reimburse the Advisor for such costs and expenses, except to the extent the Advisor has otherwise agreed to bear such expenses. To the extent the services for which the Fund is obligated to pay are performed by the Advisor, the Advisor shall be entitled to recover from the Fund to the extent of the Advisor's actual costs for providing such services. In determining the Advisor's actual costs, the Advisor may take into account an allocated portion of the salaries and overhead of personnel performing such services.

(e) The Advisor may not pay fees in addition to any Fund distribution or servicing fees to financial intermediaries, including without limitation banks, broker-dealers, financial advisors, or pension administrators, for sub-administration, sub-transfer agency or any other shareholder servicing or distribution services associated with shareholders whose shares are held in omnibus or other group accounts, except with the prior authorization of the Trust's Board of Trustees. Where such arrangements are authorized by the Trust's Board of Trustees, the Advisor shall report regularly to the Trust on the amounts paid and the relevant financial institutions.

7. INVESTMENT ADVISORY AND MANAGEMENT FEE.

(a) The Fund shall pay to the Advisor, and the Advisor agrees to accept, as full compensation for all investment management and advisory services furnished or provided to the Fund pursuant to this Agreement, an annual management fee at the rate set forth in Schedule A to this Agreement.

(b) The management fee shall be accrued daily by the Fund and paid to the Advisor on the first business day of the succeeding month.

(c) The initial fee under this Agreement shall be payable on the first business day of the first month following the effective date of this Agreement and shall be prorated as set forth below. If this Agreement is terminated prior to the end of any month, the fee to the Advisor shall be prorated for the portion of any month in which this Agreement is in effect which is not a complete month according to the proportion which the number of calendar days in the month during which the Agreement is in effect bears to the number of calendar days in the month, and shall be payable within ten (10) days after the date of termination.

(d) The fee payable to the Advisor under this Agreement will be reduced to the extent of any receivable owed by the Advisor to the Fund and as required under any expense limitation applicable to the Fund.

(e) The Advisor voluntarily may reduce any portion of the compensation or reimbursement of expenses due to it pursuant to this Agreement and may agree to make payments to limit the expenses which are the responsibility of the Fund under this Agreement. Any such reduction or payment shall be applicable only to such specific reduction or payment and shall not constitute an agreement to reduce any future compensation or reimbursement due to the Advisor hereunder or to continue future payments. Any such reduction will be agreed to prior to accrual of the related expense or fee and will be estimated daily and reconciled and paid on a monthly basis.

(f) Any such reductions made by the Advisor in its fees or payment of expenses which are the Fund's obligation are subject to reimbursement by the Fund to the Advisor, if so requested by the Advisor, in subsequent fiscal years if the aggregate amount actually paid by the Fund toward the operating expenses for such fiscal year (taking into account the reimbursement) does not exceed the applicable limitation on Fund expenses. Under the expense limitation agreement, the Advisor may recoup reimbursements made in any fiscal year of the Fund over the following three fiscal years. Any such reimbursement is also contingent upon Board of Trustees review and approval at the time the reimbursement is made. Such reimbursement may not be paid prior to the Fund's payment of current ordinary operating expenses.

(g) The Advisor may agree not to require payment of any portion of the compensation or reimbursement of expenses otherwise due to it pursuant to this Agreement. Any such agreement shall be applicable only with respect to the specific items covered thereby and shall not constitute an agreement not to require payment of any future compensation or reimbursement due to the Advisor hereunder.

8. NO SHORTING; NO BORROWING. The Advisor agrees that neither it nor any of its officers or employees shall take any short position in the shares of the Fund. This prohibition shall not prevent the purchase of such shares by any of the officers or employees of the Advisor or any trust, pension, profit-sharing or other benefit plan for such persons or affiliates thereof, at a price not less than the net asset value thereof at the time of purchase, as allowed pursuant to rules promulgated under the Investment Company Act. The Advisor agrees that neither it nor any of its officers or employees shall borrow from the Fund or pledge or use the Fund's assets in connection with any borrowing not directly for the Fund's benefit. For this purpose, failure to pay any amount due and payable to the Fund for a period of more than thirty (30) days' shall constitute a borrowing.

9. CONFLICTS WITH TRUST'S GOVERNING DOCUMENTS AND APPLICABLE LAWS. Nothing herein contained shall be deemed to require the Trust or the Fund to take any action contrary to the Trust's Agreement and Declaration of Trust, By-Laws, or any applicable statute or regulation, or to relieve or deprive the Board of Trustees of the Trust of its responsibility for and control of the conduct of the affairs of the Trust and the Fund. In this connection, the Advisor acknowledges that the Trustees retain ultimate plenary authority over the Fund and may take any and all actions necessary and reasonable to protect the interests of shareholders.

10. REPORTS AND ACCESS. The Advisor agrees to supply such information to the Fund's administrator and to permit such compliance inspections by the Fund's administrator as shall be reasonably necessary to permit the administrator to satisfy its obligations and respond to the reasonable requests of the Trustees.

11. ADVISOR'S LIABILITIES AND INDEMNIFICATION.

(a) The Advisor shall have responsibility for the accuracy and completeness (and liability for the lack thereof) of the statements in the Fund's offering materials (including the prospectus, the statement of additional information, advertising and sales materials), except for information supplied by the administrator or the Trust or another third party for inclusion therein.

(b) The Advisor shall be liable to the Fund for any loss (including brokerage charges) incurred by the Fund as a result of any improper investment made by the Advisor.

(c) In the absence of willful misfeasance, bad faith, negligence, or reckless disregard of the obligations or duties hereunder on the part of the Advisor, the Advisor shall not be subject to liability to the Trust or the Fund or to any shareholder of the Fund for any act or omission in the course of, or connected with, rendering services hereunder or for any losses that may be sustained in the purchase, holding or sale of any security by the Fund. Notwithstanding the foregoing, federal securities laws and certain state laws impose liabilities under certain circumstances on persons who have acted in good faith, and therefore nothing herein shall in any way constitute a waiver or limitation of any rights which the Trust, the Fund or any shareholder of the Fund may have under any federal securities law or state law.

(d) Each party to this Agreement shall indemnify and hold harmless the other party and the shareholders, directors, officers and employees of the other party (any such person, an "Indemnified Party") against any loss, liability, claim, damage or expense (including the reasonable cost of investigating and defending any alleged loss, liability, claim, damage or expenses and reasonable counsel fees incurred in connection therewith) arising out of the Indemnified Party's performance or non-performance of any duties under this Agreement provided, however, that nothing herein shall be deemed to protect any Indemnified Party against any liability to which such Indemnified Party would otherwise be subject by reason of willful misfeasance, bad faith or negligence in the performance of duties hereunder or by reason of reckless disregard of obligations and duties under this Agreement.

(e) No provision of this Agreement shall be construed to protect any Trustee or officer of the Trust, or officer of the Advisor, from liability in violation of Sections 17(h) and (i) of the Investment Company Act.

12. NON-EXCLUSIVITY; TRADING FOR ADVISOR'S OWN ACCOUNT. The Trust's employment of the Advisor is not an exclusive arrangement. The Trust may from time to time employ other individuals or entities to furnish it with the services provided for herein. Likewise, the Advisor may act as investment adviser for any other person, and shall not in any way be limited or restricted from buying, selling or trading any securities for its or their own accounts or the accounts of others for whom it or they may be acting, provided, however, that the Advisor expressly represents that it will undertake no activities which will adversely affect the performance of its obligations to the Fund under this Agreement; and provided further that the Advisor will adhere to a code of ethics governing employee trading and trading for proprietary accounts that conforms to the requirements of the Investment Company Act and the Advisers Act and has been approved by the Trust's Board of Trustees.

13. TERM.

(a) This Agreement shall become effective upon approval by a majority of the outstanding voting securities of the Fund, and shall remain in effect for a period of two (2) years, unless sooner terminated as hereinafter provided. This Agreement shall continue in effect thereafter for additional periods not exceeding one (1) year so long as such continuation is approved for the Fund at least annually by (i) the Board of Trustees of the Trust or by the vote of a majority of the outstanding voting securities of the Fund and (ii) the vote of a majority of the Trustees of the Trust who are not parties to this Agreement nor interested persons thereof, cast in person at a meeting called for the purpose of voting on such approval. The terms "majority of the outstanding voting securities" and "interested persons" shall have the meanings as set forth in the Investment Company Act.

(b) The Fund may use the names "Trust for Professional Managers" and "Cookson Peirce Core Equity" or any name derived from or using the name "Cookson Peirce" only for so long as this Agreement or any extension, renewal or amendment hereof remains in effect. Within sixty (60) days from such time as this Agreement shall no longer be in effect, the Fund shall cease to use such a name or any other name connected with the Advisor.

14. TERMINATION; NO ASSIGNMENT.

(a) This Agreement may be terminated by the Trust on behalf of the Fund at any time without payment of any penalty, by the Board of Trustees of the Trust or by the vote of a majority of the outstanding voting securities of the Fund, upon sixty (60) days' written notice to the Advisor, and by the Advisor upon sixty (60) days' written notice to the Fund. In the event of a termination, the Advisor shall cooperate in the orderly transfer of the Fund's affairs and, at the request of the Board of Trustees, transfer any and all books and records of the Fund maintained by the Advisor on behalf of the Fund.

(b) This Agreement shall terminate automatically in the event of any transfer or assignment thereof, as defined in the Investment Company Act.

15. NONPUBLIC PERSONAL INFORMATION. Notwithstanding any provision herein to the contrary, the Advisor hereto agrees on behalf of itself and its directors, trustees, shareholders, officers, and employees (1) to treat confidentially and as proprietary information of the Trust (a) all records and other information relative to the Fund's prior, present, or potential shareholders (and clients of said shareholders) and (b) any Nonpublic Personal Information, as defined under Section 248.3(t) of Regulation S-P ("Regulation S-P"), promulgated under the Gramm-Leach-Bliley Act (the "G-L-B Act"), and (2) except after prior notification to and approval in writing by the Trust, not to use such records and information for any purpose other than the performance of its responsibilities and duties hereunder, or as otherwise permitted by Regulation S-P or the G-L-B Act, and if in compliance therewith, the privacy policies adopted by the Trust and communicated in writing to the Advisor. Such written approval shall not be unreasonably withheld by the Trust and may not be withheld where the Advisor may be exposed to civil or criminal contempt or other proceedings for failure to comply after being requested to divulge such information by duly constituted authorities.

16. ANTI-MONEY LAUNDERING COMPLIANCE. The Advisor acknowledges that, in compliance with the Bank Secrecy Act, as amended, the USA PATRIOT Act, and any implementing regulations thereunder (together, "AML Laws"), the Trust has adopted an Anti-Money Laundering Policy. The Advisor agrees to comply with the Trust's Anti-Money Laundering Policy and the AML Laws, as the same may apply to the Advisor, now and in the future. The Advisor further agrees to provide to the Trust and/or the Administrator such reports, certifications and contractual assurances as may be reasonably requested by the Trust. The Trust may disclose information regarding the Advisor to governmental and/or regulatory or self-regulatory authorities to the extent required by applicable law or regulation and may file reports with such authorities as may be required by applicable law or regulation.

17. CERTIFICATIONS; DISCLOSURE CONTROLS AND PROCEDURES. The Advisor acknowledges that, in compliance with the Sarbanes-Oxley Act, and the implementing regulations promulgated thereunder, the Trust and the Fund are required to make certain certifications and have adopted disclosure controls and procedures. To the extent reasonably requested by the Trust, the Advisor agrees to use its best efforts to assist the Trust and the Fund in complying with the Sarbanes-Oxley Act and implementing the Trust's disclosure controls and procedures. The Advisor agrees to inform the Trust of any material development related to the Fund that the Advisor reasonably believes is relevant to the Fund's certification obligations under the Sarbanes-Oxley Act.

18. SEVERABILITY. If any provision of this Agreement shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this Agreement shall not be affected thereby.

19. CAPTIONS. The captions in this Agreement are included for convenience of reference only and in no way define or limit any of the provisions hereof or otherwise affect their construction or effect.

20. GOVERNING LAW. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Wisconsin without giving effect to the conflict of laws principles thereof; provided that nothing herein shall be construed to preempt, or to be inconsistent with, any federal law, regulation or rule, including the Investment Company Act and the Advisers Act and any rules and regulations promulgated thereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers, all on the day and year first above written.

TRUST FOR PROFESSIONAL MANAGERS

on behalf of the
Cookson Peirce Core Equity Fund

By: /s/ Joseph C. Neuberger
Name: Joseph C. Neuberger
Title: President and Chairperson

COOKSON, PEIRCE & CO., INC.

By: /s/ Daniel S. Henderson
Name: Daniel S. Henderson
Title: President

SCHEDULE A

Series or Fund of Trust for Professional Managers

Annual Fee Rate

Cookson Peirce Core Equity Fund

1.00% of average net assets

PROXY TABULATOR
P.O. BOX 9112
FARMINGDALE, NY 1173

To vote by Internet

- 1) Read the Proxy Statement and have the proxy card below at hand
- 2) Go to website www.proxyvote.com
- 3) Follow the instructions provided on the website.

To vote by Telephone

- 1) Read the Proxy Statement and have the proxy card below at hand
- 2) Call **1-800-690-6903**
- 3) Follow the instructions.

To vote by Mail

- 1) Read the Proxy Statement.
- 2) Check the appropriate boxes on the proxy card below.
- 3) Sign and date the proxy card.
- 4) Return the proxy card in the envelope provided.

TO VOTE, MARK BLOCKS BELOW IN BLUE OR BLACK INK AS

KEEP THIS PORTION FOR YOUR RECORDS

DETACH AND RETURN THIS PORTION ONLY

THIS PROXY CARD IS VALID ONLY WHEN SIGNED AND DATED.

Cookson Peirce Core Equity Fund

Your vote is important - please vote your shares promptly.

The Board of Trustees recommends you vote **FOR** the following proposal:

	For	Against	Abstain
1. To approve an Investment Advisory Agreement between Cookson Pierce & Co., Inc. and the Trust on behalf of the Funds.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. To transact such other business as may properly come before the Special Meeting or any adjournments thereof.			

IMPORTANT

IN ORDER TO AVOID THE DELAY AND EXPENSE OF FURTHER SOLICITATION, WE STRONGLY URGE YOU TO REVIEW, COMPLETE AND RETURN YOUR BALLOT AS SOON AS POSSIBLE. YOUR VOTE IS IMPORTANT REGARDLESS OF THE NUMBER OF SHARES YOU OWN. PLEASE SIGN AND DATE BELOW BEFORE MAILING.

Please sign exactly as your name(s) appear(s) hereon. When signing as attorney, executor, administrator, or other fiduciary, please give full title as such. Joint owners should each sign personally. All holders must sign. If a corporation or partnership, please sign in full corporate or partnership name by authorized officer.

Signature [PLEASE SIGN WITHIN BOX]
Date

Signature [PLEASE SIGN WITHIN BOX]
Date

Important Notice Regarding the Availability of Proxy Materials for the Special Meeting:
The Notice of Special Meeting of Shareholders and Proxy Statement is available at www.proxyvote.com.

PROXY CARD

PROXY CARD

COOKSON PIERCE CORE EQUITY FUND

A Series of Trust for Professional Managers

SPECIAL MEETING OF SHAREHOLDERS — JUNE 25, 2010

The undersigned hereby appoints John P. Buckel and Jennifer A. Lima as proxies, each with the power to appoint his or her substitute and to vote the shares held by him or her at the Special Meeting of Shareholders to be held at 9:00 a.m., Central Time, on Friday, June 25, 2010, at the offices of the Fund's administrator, U.S. Bancorp Fund Services, LLC, 615 East Michigan Avenue, Milwaukee, Wisconsin 53202, and at any adjournment thereof, in the manner directed on the reverse side with respect to the matters referred to in the Proxy Statement for the Special Meeting, receipt of which is hereby acknowledged, and in the proxies' discretion, upon such other matters as may properly come before the Special Meeting or any adjournments thereof.

THIS PROXY IS SOLICITED ON BEHALF OF THE TRUST'S BOARD OF TRUSTEES.

PLEASE VOTE, SIGN AND DATE THIS VOTING INSTRUCTION AND RETURN IT IN THE ENCLOSED ENVELOPE.

THESE VOTING INSTRUCTIONS WILL BE VOTED AS SPECIFIED. IF NO SPECIFICATION IS MADE, THIS VOTING INSTRUCTION WILL BE VOTED "FOR" THE PROPOSAL.

To obtain directions to attend the Special Meeting, please call 1-866-412-CORE (1-866-412-2673).

PLEASE SIGN AND DATE ON THE REVERSE SIDE.
