

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Crump Group, Inc.		01/29/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA	
Name:	Wachovia Bank, National Association
Street Address:	1525 West W.T. Harris Blvd.
City:	Charlotte
State/Country:	NORTH CAROLINA
Postal Code:	28262
Entity Type:	a national banking association: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3530092	CRUMP
Registration Number:	3530116	CRUMP
Registration Number:	3536225	CRUMP
Registration Number:	3515205	BROKER ADVANTAGE SECURITIES BROKER/DEALER E & O
Serial Number:	77297707	ASCENSUS
Serial Number:	77340320	ASCENSUS
Serial Number:	77316748	CRUMP
Serial Number:	77316730	PEOPLE MATTER. QUALITY FIRST. INTEGRITY ALWAYS.
Serial Number:	77323897	CRUMP
Serial Number:	77323864	CRUMP
Serial Number:	77332722	AGENCYWORKS
Serial Number:	77348776	LIFESOURCE
Serial Number:	77448434	PRO OFFER
Serial Number:	77458494	TRI-CITY BROKERAGE

CH \$365.00 3530092

CORRESPONDENCE DATA

Fax Number: (704)350-7800
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 704-350-7728
Email: bsmith@winston.com
Correspondent Name: Abigail L. DeBlasis
Address Line 1: Winston & Strawn LLP, 214 N. Tryon St.
Address Line 2: 22nd Floor
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	80393.07002
NAME OF SUBMITTER:	Abigail L. DeBlasis
Signature:	/Abigail L. DeBlasis/
Date:	02/06/2009

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of January 29, 2009 by and between CRUMP GROUP, INC., a Delaware corporation (the "Grantor"), having its chief executive office at 105 Eisenhower Parkway, Roseland, NJ 07068 and WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, as Administrative Agent (the "Administrative Agent"), with offices at 1525 West W.T. Harris Blvd., Charlotte, North Carolina 28262, for the ratable benefit of the Secured Parties.

This Agreement is executed pursuant to the terms of (a) the Credit Agreement dated as of August 1, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among C.G. JCF, LLC, a Delaware limited liability company, as Intermediate Holdco, C.G. JCF Corp., a Delaware corporation, as Borrower, the Lenders who are or may become party thereto and the Administrative Agent and (b) the Collateral Agreement dated as of August 1, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") executed by the Credit Parties in favor of the Administrative Agent, for the ratable benefit of the Secured Parties. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreement or the Collateral Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which Grantor has not filed and had accepted under Applicable Law a "Statement of Use" or "Amendment to Allege Use"), including, without limitation, each Trademark listed on Schedule A;

(ii) each Trademark License, including, without limitation, each Trademark License listed on Schedule B;

(iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or under any Trademark licensed under any Trademark License including, without limitation, any Trademark License listed on Schedule B, (b) injury to the goodwill associated with any Trademark or (c) breach or enforcement of any Trademark License; and

(iv) all products and proceeds of the foregoing.

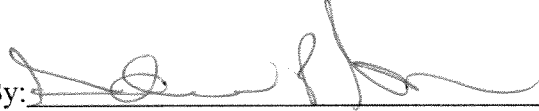
The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Collateral

Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

CRUMP GROUP, INC., as Grantor

By: 

Name: Andrew P. Forstenzer
Title: Executive Vice President

ACKNOWLEDGMENT

STATE OF NEW YORK

COUNTY OF NEW YORK

I, Ellen R. Dunkin, a Notary Public for said County and State, do hereby certify that Andrew P. Forstenzer personally appeared before me this day and stated that he is Executive Vice President of Crump Group, Inc. and acknowledged, on behalf of Crump Group, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 28th day of January, 2009.



Notary Public

My commission expires:

ELLEN R. DUNKIN
Notary Public, State of New York
No. 4901865
Qualified in Westchester County
Commission Expires July 6, 2011

Agreed and Accepted as of the 29 day of
January, 2009.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: K. Hanke
Name: Karen Hanke
Title: Director

Schedule A to Trademark Security Agreement

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademarks

Mark	Registration Number	Filing Date	Registration Date (and renewal date(s), if applicable)	Date of First Use
Crump	3,530,092	10/30/07	11/11/08	11/05/64
Crump & Design (Class 36)*	3,530,116	11/07/07	11/11/08	04/17/01
Crump & Design (Blue & White) (Class 36)	3,536,225	11/07/07	11/25/08	April 8, 2002
Crump Broker Advantage & Design	3,515,205	11/07/07	10/14/08	Intent to Use

Trademark Applications:

Mark	Serial Number	Filing Date	Date of First Use
Ascensus	77/297707	October 5, 2007	October 29, 2007
Ascensus & design	77/340,320	November 29, 2007	Intent to use
Crump (Class 42)	77/316748	October 30, 2007	Intent to use
PEOPLE MATTER. QUALITY FIRST. INTEGRITY ALWAYS.	77/316730	October 30, 2007	Intent to use
Crump & Design (Class 42)	77/323897	November 7, 2007	Intent to use
Crump & Design (Blue & White) (Class 42)	77/323864	November 7, 2007	Intent to use
AgencyWorks	77/332,722	November 19, 2007	June 1999
LifeSource	77/348,776	December 11, 2007	November 11, 2003

Pro Offer	77/448434	April 15, 2008	Intent to use
Tri-City Brokerage	77/458494	April 25, 2008	January 1, 1986

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

NONE