

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		Security Agreement	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Crump Insurance Services, Inc.		01/29/2009	CORPORATION: TEXAS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wachovia Bank, National Association		
<b>Street Address:</b>	1525 West W. T. Harris Boulevard		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28262		
<b>Entity Type:</b>	a national banking association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Serial Number:	77596261	TRI-CITY BROKERAGE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(704)350-7800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	704-350-7728		
<b>Email:</b>	bsmith@winston.com		
<b>Correspondent Name:</b>	Abigail DeBlasis		
<b>Address Line 1:</b>	Winston & Strawn LLP, 214 N. Tryon St.		
<b>Address Line 2:</b>	22nd Floor		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	80393.07002		
<b>NAME OF SUBMITTER:</b>	Abigail L. DeBlasis		
<b>Signature:</b>	/Abigail L. DeBlasis/		
<b>Date:</b>	02/06/2009		

CH \$40.00 77596261

**Total Attachments: 6**

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## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of January 29, 2009 by and between CRUMP INSURANCE SERVICES, INC., a Texas corporation (the "Grantor"), having its chief executive office at 7557 Rambler Road, Suite 300, Dallas, Texas 75231 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 INSURANCE SERVICES, 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 Insurance Services, Inc. and acknowledged, on behalf of Crump Insurance Services, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 28<sup>th</sup> day of January, 2009.



Notary Public

My commission expires:

ELLEN R. DUNKIN  
Notary Public, State of New York  
No. 4901085  
Qualified in Westchester County  
Commission Expires July 6, ~~2009~~  
2010

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

TRADEMARK

Trademark Applications

<b>Mark</b>	<b>Serial Number</b>	<b>Filing Date</b>	<b>Date of First Use</b>
Tri-City Brokerage	77/596,261	October 20, 2008	January 1, 1986

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

NONE