

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
IntelliRisk Management Corporation		04/08/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc.
Street Address:	One Boston Place, Suite 1800
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 3

Property Type	Number	Word Mark
Serial Number:	78477642	IRMC INTELLIRISK MANAGEMENT CORPORATION ALLIED INTERSTATE, INC. CBCL FIRST CONTACT, INC. LEGAL & TRADE COLLECTIONS, LTD. REACHFLOW, LTD. LEGAL & TRADE FINANCIAL SERVICES, LTD. REVENUES MANAGEMENT SERVICES, LTD.
Serial Number:	78479272	IRMC INTELLIRISK MANAGEMENT CORPORATION ALLIED INTERSTATE, INC. CBCL FIRST CONTACT, INC. LEGAL & TRADE COLLECTIONS, LTD. REACHFLOW, LTD. LEGAL & TRADE FINANCIAL SERVICES, LTD. REVENUES MANAGEMENT SERVICES, LTD.
Serial Number:	78482630	IRMC INTELLIRISK MANAGEMENT CORPORATION

CORRESPONDENCE DATA

Fax Number: (212)593-5955
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 2127562388
 Email: daniel.angel@srz.com
 Correspondent Name: Daniel Angel, Esq.

CH \$90.00 78477642

Address Line 1: 919 Third Avenue
Address Line 4: New York, NEW YORK 10022

NAME OF SUBMITTER: Daniel Angel, Esq. (025983/0095)

Signature: /sas for da/

Date: 04/27/2005

Total Attachments: 4
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GRANT OF SECURITY

TRADEMARKS

WHEREAS, IntelliRisk Management Corporation, a Delaware corporation (the "Grantor"), has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor has entered into an Amended and Restated Loan and Security Agreement, dated as of April 8, 2005 (as amended, restated or otherwise modified from time to time, the "Loan and Security Agreement"), in favor of Wells Fargo Foothill, Inc., as the lead arranger, collateral agent and administrative agent for the Lender Group and the Bank Product Providers (as such terms are defined therein) (in such capacity, together with any successors and assigns in such capacity, if any, the "Grantee");


WHEREAS, pursuant to the Loan and Security Agreement, the Grantor has granted to the Grantee for the benefit of the Lender Group and the Bank Product Providers a security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Trademark Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Loan and Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant to the Grantee for the benefit of the Lender Group and the Bank Product Providers a continuing security interest in the Trademark Collateral to secure the prompt payment, performance and observance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Trademark Collateral are more fully set forth in the Loan and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security to be
duly executed by its officer thereunto duly authorized as of April 8, 2005.

INTELLIRISK MANAGEMENT CORPORATION,
a Delaware corporation


By: 
Name: Norman Merritt
Title: EVP-CFO

STATE OF New York

ss.:

COUNTY OF New York

On this 8th day of April 2005, before me personally came Norman Merritt, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that s/he is the EXECUTIVE of IntelliRisk Management Corporation, a Delaware corporation, and that s/he executed the foregoing instrument in the firm name of IntelliRisk Management Corporation, and that s/he had authority to sign the same, and s/he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



Notary Public

KATHLEEN MON
Notary Public, State of New York
No. 01MO6116060
Qualified in New York County
Commission Expires Sept. 20, 2008

SCHEDULE 1A TO GRANT OF SECURITY TRADEMARKS

Trademark Applications

Owned by IntelliRisk Management Corporation

<u>Mark</u>	<u>Application Number</u>
IRMC INTELLIRISK MANAGEMENT CORPORATION ALLIED INTERSTATE, INC. CBCL FIRST CONTACT, INC. LEGAL & TRADE COLLECTIONS, LTD. REACHFLOW, LTD. LEGAL & TRADE FINANCIAL SERVICES, LTD. REVENUES MANAGEMENT SERVICES, LTD.	78/477,642
IRMC INTELLIRISK MANAGEMENT CORPORATION ALLIED INTERSTATE, INC. CBCL FIRST CONTACT, INC. LEGAL & TRADE COLLECTIONS, LTD. REACHFLOW, LTD. LEGAL & TRADE FINANCIAL SERVICES, LTD. REVENUES MANAGEMENT SERVICES, LTD.	78/479,272
IRMC INTELLIRISK MANAGEMENT CORPORATION	78/482,630