

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Investor Force Holdings, Inc.		09/06/2005	CORPORATION: DELAWARE
Investor Force, Inc.		09/06/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	ICG Holdings, Inc.
Street Address:	Pencador Corporate Center
Internal Address:	100 Lake Drive, Suite 4
City:	Newark
State/Country:	DELAWARE
Postal Code:	19702
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Registration Number:	2688977	INVESTOR FORCE
Registration Number:	2673707	INVESTORFORCE.COM
Serial Number:	75930805	INVESTORFORCE.COM
Serial Number:	75917981	EMPOWERING INSTITUTIONAL INVESTORS
Serial Number:	76034184	SEARCH EXCHANGE
Serial Number:	76065001	
Serial Number:	76066356	I ON INVESTMENTS
Serial Number:	76066357	IFTV
Serial Number:	76066355	INVESTORFORCE COMMUNICATION CENTER
Serial Number:	76064823	THE INDISPENSABLE WORKPLACE FOR INSTITUTIONAL INVESTORS WORLD-WIDE

CORRESPONDENCE DATA

CH \$265.00 2688977

Fax Number: (215)655-2420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 215.994.2317
Email: terence.dixon@dechert.com
Correspondent Name: Terence A. Dixon, Dechert LLP
Address Line 1: 4000 Bell Atlantic Tower
Address Line 2: 1717 Arch Street
Address Line 4: Philadelphia, PENNSYLVANIA 19103-2793

NAME OF SUBMITTER:	Terence A. Dixon
Signature:	/TAD/
Date:	09/12/2005

Total Attachments: 8
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AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT NO. 1 TO TRADEMARK SECURITY AGREEMENT (this "Amendment") is made and entered into to be effective as of September 6, 2005 by and between Investor Force Holdings, Inc., a Delaware corporation having its principal place of business at 1400 Liberty Ridge Drive, Suite 107, Wayne, PA 19087 ("Borrower"), and Investor Force, Inc., a Delaware corporation having its principal place of business at 1400 Liberty Ridge Drive, Suite 107, Wayne, PA 19087 (together with the Borrower, each a "Grantor" and collectively, the "Grantors"), and ICG Holdings, Inc., a Delaware corporation having its principal place of business at Pencador Corporate Center, 100 Lake Drive, Suite 4, Newark, Delaware 19702 ("Secured Party").

Background

A. Grantors have executed and delivered this Amendment to Secured Party in order to induce Secured Party and the other Investors signatory thereto (the "Investors") to accept the Securities Purchase Agreement dated as of September 6, 2005 (such agreement, as amended, supplemented or otherwise modified from time to time being hereinafter referred to as the "September 2005 Securities Purchase Agreement") and to purchase up to One Million Five Hundred Sixty Seventy Thousand Three Hundred Thirty One Dollars (\$1,567,331) in aggregate principal amount of senior secured convertible notes of the Borrower (the "September 2005 Notes") pursuant to the September 2005 Securities Purchase Agreement, the proceeds of which are to, among other things, finance the working capital needs of Grantors.

B. All capitalized terms used herein and not otherwise defined herein shall have the meaning attributed to them in the September 2005 Securities Purchase Agreement or the Security Agreement dated as January 14, 2005 by and among Grantors and Secured Party, as amended on the date hereof.

C. It is a condition precedent to the purchase of the September 2005 Notes by the Agent and the Investors pursuant to the September 2005 Securities Purchase Agreement that the Grantors shall have executed and delivered to the Agent, as agent for each Investor, inter alia, this Amendment, and each Grantor and the Agent desire to enter into this Amendment and grant the rights contained herein, and intend this Amendment to amend the Trademark Security Agreement (the "Agreement") dated as of January 14, 2005 by and among the Grantors and the Agent in accordance with the Agreement.

NOW, THEREFORE, intending to be legally bound and in consideration of the premises and the agreements herein contained and in order to induce the Agent and the Investors to purchase the September 2005 Notes pursuant to the September 2005 Securities Purchase Agreement, each Grantor hereby jointly and severally agrees with the Agent as follows:

SECTION 1. Amendment. The following terms, as such terms are used in the Agreement, are hereby amended as follows:

(a) Notes. The term “Notes” shall include the September 2005 Notes issued by the Company for all purposes under the Agreement.

(b) Securities Purchase Agreement. The term “Securities Purchase Agreement” shall include the September 2005 Securities Purchase Agreement for all purposes under the Agreement.

(c) Security Agreement. The term “Security Agreement” shall include Amendment No. 1 to Security Agreement for all purposes under the Agreement.

(d) Agreement. The term “Agreement” shall include this Amendment for all purposes under the Agreement.

SECTION 2. Miscellaneous.

(a) Governing Law. This Amendment shall be governed by, and construed in accordance with, the local laws of the State of Delaware, except to the extent that the validity or perfection of the security interests hereunder, or remedies hereunder, in respect of any particular Trademark Collateral (as defined in the Agreement) are governed by the law of the United States or any other jurisdiction other than the State of Delaware.

(b) Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

(c) Titles and Subtitles. The titles of the paragraphs and subparagraphs of this Amendment are used for convenience only and are not to be considered in construing or interpreting this Amendment.

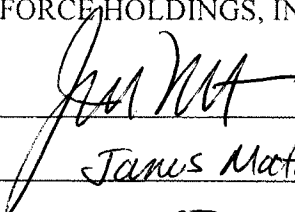
(d) Severability. If any provision of this Amendment is held to be unenforceable under applicable law, then such provision shall be excluded from this Amendment and the balance of the Amendment shall be interpreted as if such provision was so excluded and shall be enforceable in accordance with its terms.

(f) Entire Agreement. This Amendment, together with all Exhibits and Schedules hereto, and the Agreement, together with all Schedules and Exhibits thereto, constitute the full and entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, correspondence, agreements, understandings, duties or obligations among the parties with respect to the subject matter hereof

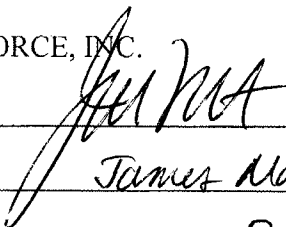
IN WITNESS WHEREOF, Grantors and Secured Party have, by their respective duly authorized officers, signed this Amendment No. 1 to Trademark Security Agreement as of the date and year first above written.

GRANTORS:

INVESTOR FORCE HOLDINGS, INC.

By: 
Name: James Matas
Title: CFO

INVESTOR FORCE, INC.

By: 
Name: James Matas
Title: CFO

SECURED PARTY:

ICG HOLDINGS, INC.

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, Grantors and Secured Party have, by their respective duly authorized officers, signed this Amendment No. 1 to Trademark Security Agreement as of the date and year first above written.

GRANTORS:

INVESTOR FORCE HOLDINGS, INC.

By: _____

Name: _____

Title: _____

INVESTOR FORCE, INC.

By: _____

Name: _____

Title: _____

SECURED PARTY:

ICG HOLDINGS, INC.

By: 

Name: Suzanne L. Diemeyer

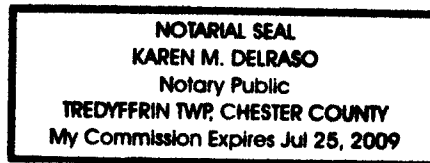
Title: Vice President

STATE OF Pennsylvania SS:
COUNTY OF Chester)

The foregoing Amendment No. 1 to Trademark Security Agreement was executed and acknowledged before me this 6 day of Sept, 2005, by James Matas, personally known to me to be the CFO of Investor Force, Inc., a Delaware corporation, on behalf of such corporation.

Karen M. DeRaso
Notary Public

My Commission Expires: July 25, 2009

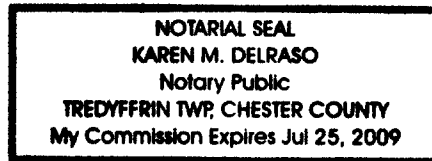


STATE OF Pennsylvania SS:
COUNTY OF Chester)

The foregoing Amendment No. 1 to Trademark Security Agreement was executed and acknowledged before me this 6 day of Sept, 2005, by James Matas, personally known to me to be the CFO of Investor Force Holdings, Inc., a Delaware corporation, on behalf of such corporation.

Karen M. DelRaso
Notary Public

My Commission Expires: July 25, 2009

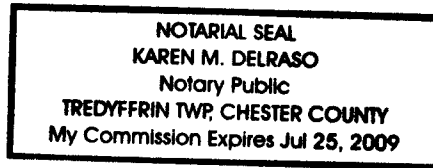


Commonwealth
STATE OF Pennsylvania SS:
COUNTY OF Chester)

The foregoing Amendment No. 1 to Trademark Security Agreement was executed and acknowledged before me this 6 day of September 2005, by Suzanne L. Nieberger personally known to me to be the Vice President of ICG Holdings, Inc., a Delaware corporation, on behalf of such corporation.

Karen M. DelRaso
Notary Public

My Commission Expires: July 25, 2009



Schedule I

US Trademark Registrations and Applications

<u>Description</u>	<u>Registration / Application Number</u>	<u>Registration / Application Date</u>
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Service Marks - Approved

United States Service Marks

Investor Force	2,688,977	02/18/2003
InvestorForce.com and Design	2,673,707	01/14/2003

Service Marks – Application Pending

United States Service Marks

InvestorForce.com	75,930,805	02/29/2000
Empowering Institutional Investors	75,917,981	02/10/2000
Search Exchange	76,034,184	04/25/2000
Miscellaneous Swoosh Design	76,065,001	06/07/2000
I on Investments	76,066,356	06/08/2000
IFTV	76,066,357	06/08/2000
Investor Force Communication Center	76,066,355	06/08/2000
The Indispensable Workspace For Institutional Investors World-Wide.	76,064,823	06/06/2000

Canadian Service Marks

Investor Force	PCT/US01/19290	08/04/2000
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Other Marks

Altvest