

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Investor Force Holdings, Inc.		11/07/2005	CORPORATION: DELAWARE
Investor Force, Inc.		11/07/2005	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	ICG Holdings, Inc.
<b>Street Address:</b>	Pencador Corporate Center
<b>Internal Address:</b>	100 Lake Drive, Suite 4
<b>City:</b>	Newark
<b>State/Country:</b>	DELAWARE
<b>Postal Code:</b>	19702
<b>Entity Type:</b>	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)655-2876  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 215.994.2420  
Email: kristina.case@dechert.com  
Correspondent Name: Kristina Case, Dechert LLP  
Address Line 1: Cira Centre  
Address Line 2: 2929 Arch Street  
Address Line 4: Philadelphia, PENNSYLVANIA 19104-2808

ATTORNEY DOCKET NUMBER:	307855
NAME OF SUBMITTER:	Kristina Case
Signature:	/Kristina Case/
Date:	11/08/2005

Total Attachments: 15  
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## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made and entered into to be effective as of November 7, 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").

### SECTION 1. Preliminary Statements.

(a) Grantors have executed and delivered this Agreement to Secured Party in order to induce Secured Party to accept the Loan Agreement executed and delivered by Borrower contemporaneously herewith (such agreement, as it may hereafter be amended or otherwise modified is hereinafter referred to as the "Loan Agreement") and make loans and provide other financial accommodations to the Grantors thereunder, the proceeds of which are to 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 Loan Agreement or the Security Agreement dated as of the date hereof by and among Grantors and Secured Party (the "Security Agreement").

SECTION 2. Grant of Security. As security for the full and prompt performance of all of the Obligations (as defined in the Security Agreement) and as it may be modified, amended, renewed, consolidated, replaced or extended, Grantors hereby assigns, pledges and grants to Secured Party a lien on and security interest in Grantors' entire right, title and interest in and to the Trademark Collateral. As used herein, "Trademark Collateral" means: all of Grantors' right, title and interest in and to all of its now owned or existing and hereafter acquired or arising: trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications, whether the foregoing are domestic or foreign, including, without limitation, each registration, and application listed on Schedule I, attached hereto and made a part hereof, and (i) renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payment for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all rights corresponding thereto throughout the world, (v) the Trademark License Rights, as hereinafter defined, (vi) trade dress, (vii) all customer and other lists related to any of the foregoing, and (viii) together in each case with the goodwill of Borrower's business connected with the use of, and symbolized by any of the foregoing.

SECTION 3. Trademark License Rights.

For purposes of this Agreement, "Trademark License Rights" shall mean Grantors' entire right, title and interest in, to and under all license agreements with any Person (as defined in the Loan Agreement), whether a Grantor is licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Schedule I, with respect to any trademarks, service marks, trade names and trade dress and all rights thereto and thereunder.

SECTION 4. Representations and Warranties. Each Grantor represents and warrants as follows:

(a) Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademark Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, all pledges, assignments, releases and covenants by Grantor not to sue any other Person in respect of Trademark Collateral except as otherwise set forth on Schedule I, and except for any of the foregoing created pursuant to the Security Agreement, as amended, and the Trademark Security Agreement, as amended, entered into in connection with the issuance of the Senior Secured Convertible Notes of the Borrower.

(b) Each trademark and service mark registration, and application for trademark or service mark registration identified in Schedule I is subsisting and has not been adjudged invalid, unregistrable or unenforceable, in whole or in part, and each registered trademark and service mark and each application for trademark and service mark registration is, to the best of Grantor's knowledge, valid, registered or registrable and enforceable.

(c) Except as set forth on Schedule I, Grantor has not granted any license, release, covenant not to sue, or non-assertion assurance to any Person with respect to any part of the Trademark Collateral other than in the ordinary course of its business.

(d) Grantor has used reasonable and proper statutory notice in connection with its use of each registered trademark and service mark to the extent necessary to protect Grantor's statutory rights therein.

(e) The Trademark License Rights are in full force and effect, and Grantor is not in default of any of the Trademark License Rights and no event has occurred which with notice or the passage of time, or both, might constitute a default by Grantor under the Trademark License Rights.

(f) Except for the recording of this Agreement with the United States Patent and Trademark Office and the filing of Uniform Commercial Code financing statements naming Grantor as "debtor" and Secured Party as "secured party" in the appropriate filing offices, no authorization, consent, approval or other action by, and no notice to or filing or recording with, any governmental, administrative or judicial authority or regulatory body is currently or is reasonably expected to be required either (i) for the grant by Grantor of the liens and security interests granted hereby or for the execution, delivery or performance of this Agreement by Grantor, or (ii) for the perfection of or the exercise by Secured Party of its rights and remedies hereunder, subject to the Intercreditor Agreement dated as of the date hereof by and among the

Borrower and ICG Holdings, Inc. in its capacity as the Lender and as agent for the holders of the Senior Secured Convertible Notes of the Borrower (the "Intercreditor Agreement").

SECTION 5. Further Assurances. Subject to the Intercreditor Agreement, as applicable:

(a) Each Grantor agrees that from time to time, at its expense, it will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary, or that Secured Party may reasonably request, in order (i) to continue, perfect and protect the assignment and the security interest granted or purported to be granted hereby or (ii) to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to any part of the Trademark Collateral. Without limiting the generality of the foregoing, each Grantor will execute and file such financing or continuation statements, or amendments hereto, and such other instruments or notices, as may be necessary, or as Secured Party may reasonably request, in order to perfect and preserve the security interests granted or purported to be granted hereby.

(b) Each Grantor hereby authorizes Secured Party to file one or more financing or continuation statements, and amendments thereto, relative to all or any part of the Trademark Collateral without the signature of such Grantor where permitted by law. A carbon, photographic or other reproduction of this Agreement or any financing statement covering the Trademark Collateral or any part thereof shall be sufficient as a financing statement where permitted by law.

(c) Each Grantor will furnish to Secured Party from time to time statements and schedules and further identifying and describing the Trademark Collateral and such other reports in connection with the Trademark Collateral as Secured Party may reasonably request, all in reasonable detail.

(d) Each Grantor agrees that, should it obtain an ownership interest in any Trademark License Rights, trademark, service mark, trade name, trademark or service mark registration, or application for trademark or service mark registration during the term of this Agreement, (i) the provisions of Section 2 shall automatically apply to any such Trademark License Rights, trademark, service mark, trademark or service mark registration, or application for trademark or service mark registration, and (ii) any such Trademark License Rights, mark, registration, or application, together with the goodwill of the business connected with the use of the mark and symbolized by it, shall automatically become part of the Trademark Collateral. In addition, should any Grantor obtain an ownership interest in any Trademark License Rights, trademark or service mark registration, or application for trademark or service mark registration during the term of this Agreement, such Grantor shall, on the written request of Secured Party, promptly provide Secured Party with written notice thereof. Each Grantor authorizes Secured Party to modify this Agreement by amending Schedule I to include any Trademark License Rights, trademark or service mark registration, or application for trademark or service mark registration which becomes part of the Trademark Collateral under this Section.

(e) With respect to any trademark that any Grantor, in the exercise of its reasonable business judgment, deems necessary to the conduct of such Grantor's business, such Grantor

agrees to take all necessary steps in any proceeding before the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof or in any court to maintain each registered trademark, service mark, and trademark or service mark registration, and to pursue each application for trademark or service mark registration now or hereafter included in the Trademark Collateral, including the filing of applications for renewal, the payment of maintenance fees, and the participation in opposition, interference and infringement proceedings. To the extent that any Grantor, in the exercise of its reasonable business judgment, deems it necessary or desirable to the conduct of its business, such Grantor agrees to take corresponding steps with respect to each new or other registered trademark, service mark trademark or service mark registration, and application for trademark or service mark registration to which such Grantor is now or later becomes entitled. Any expenses incurred in connection with such activities shall be borne by such Grantor. Each Grantor shall not abandon any right to file an application for trademark or service mark registration, or abandon any pending application, registration, trademark or service mark, unless such Grantor, in the exercise of its reasonable business judgment, determines that (i) the goodwill of the business connected with and symbolized by such application, registration, trademark or service mark is not necessary or desirable in the conduct of such Grantor's business, or (ii) the prosecution or maintenance of such registration or application is no longer in the best interests of such Grantor's business.

(f) Each Grantor agrees to notify Secured Party promptly and in writing if Grantor learns (i) that any material item of the Trademark Collateral may become abandoned; (ii) of any adverse determination or any development (including, without limitation, the institution of any proceeding in the United States Patent and Trademark Office or any court) regarding any material item of the Trademark Collateral; or (iii) that it is or potentially could be in default of any of the Trademark License Rights. Notwithstanding anything herein to the contrary, however, each Grantor shall have no obligation to agree to notify Secured Party about office actions or other routine communications with the United States Patent and Trademark Office regarding to prosecution or maintenance of any item of the Trademark Collateral.

(g) If any Grantor becomes aware that any material item of the Trademark Collateral is infringed or misappropriated by a third party, such Grantor shall promptly notify Secured Party and shall promptly take such actions as such Grantor shall reasonably deem appropriate under the circumstances to protect such Trademark Collateral. Any expenses incurred in connection with such activities shall be borne by such Grantor.

(h) Each Grantor shall continue to use reasonable and proper statutory notice in connection with its use of each registered trademark or service mark to the extent necessary to protect such Grantor's statutory rights therein.

SECTION 6. Transfers and Other Liens. Each Grantor shall not, except as provided in the Security Agreement, as amended, and the Trademark Security Agreement, as amended, entered into in connection with the issuance of the Senior Secured Convertible Notes of the Borrower, and subject to the Intercreditor Agreement:

(a) except as otherwise provided for in this Agreement, sell, assign (by operation of law or otherwise) or otherwise dispose of any of the Trademark Collateral, except that Grantor

may license any Trademark Collateral in the ordinary course of Grantor's business, provided that Grantor has determined in good faith that such license is necessary or desirable in the conduct of Grantor's business;

(b) create or suffer to exist any lien, security interest or other charge or encumbrance upon or with respect to any of the Trademark Collateral; or

(c) take any other action in connection with any of the Trademark Collateral that would impair the value of the interests or rights thereunder of Grantor.

SECTION 7. Secured Party Appointed Attorney-in-Fact. Each Grantor hereby irrevocably appoints Secured Party as Grantor's attorney-in-fact, with full authority in Grantor's place, stead and on behalf of Grantor and in Grantor's name or otherwise, from time to time in Secured Party's sole and absolute discretion, but subject to the Intercreditor Agreement, to take any action and to execute any instrument that Secured Party may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) if any Event of Default (as defined in the Security Agreement) shall have occurred and be continuing, to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in respect of any of the Trademark Collateral;

(b) if any Event of Default shall have occurred and be continuing, to receive, endorse, and collect any drafts or other instruments, documents and chattel paper, in connection with clause (a) above;

(c) if any Event of Default shall have occurred and be continuing, to file any claims or take any action or institute any proceedings that Secured Party may deem necessary or desirable for the collection of any of the Trademark Collateral or otherwise to enforce the rights of Secured Party with respect to any of the Trademark Collateral; and

(d) if any Event of Default shall have occurred and be continuing and Grantor fails or refuses to execute and deliver forthwith any and all documents necessary or advisable to transfer title to the Trademark Collateral after Secured Party's request, to execute any or all documents on Grantor's behalf to record title to any or all of the Trademark Collateral in the name of the purchaser after any sale thereof.

SECTION 8. Secured Party May Perform.

(a) If a Grantor fails to perform any of its obligations contained herein, Secured Party may, subject to the Intercreditor Agreement, itself perform, or cause performance of, such obligations, and the expenses of Secured Party incurred in connection therewith shall be payable by such Grantor under Section 11(b) hereof.

(b) Secured Party, or its designated representatives, shall have the right, at all times, to inspect each Grantor's premises and to examine each Grantor's books, records and operations relating to the Trademark Collateral.

SECTION 9. Secured Party's Duties. The powers conferred on Secured Party hereunder are solely to protect its interest in the Trademark Collateral and shall not impose any duty upon Secured Party to exercise any such powers.

SECTION 10. Remedies. If any Event of Default shall have occurred and be continuing, subject to the Intercreditor Agreement:

(a) Secured Party may exercise in respect of the Trademark Collateral, in addition to other rights and remedies provided for herein (including without limitation the rights set forth in Section 7 hereof) or otherwise available to Secured Party, all the rights and remedies of a secured party on default under the UCC (whether or not the UCC applies to the affected Trademark Collateral), and also may (i) exercise any and all rights and remedies of any Grantor under or otherwise in respect of the Trademark Collateral, (ii) assign or license the Trademark Collateral or any part thereof, to any Person, and (iii) without notice except as specified below, sell the Trademark Collateral or any part thereof in one or more parcels at public or private sale, at any of Secured Party's offices or elsewhere, for cash, on credit or for future delivery, and upon such other terms as Secured Party may deem commercially reasonable. In the event of any sale, assignment, or other disposition of any of the Trademark Collateral, the goodwill of the business connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and each Grantor shall supply to Secured Party or its designee such Grantor's know-how and expertise relating to the manufacture and sale of products or the provision of services relating to any Trademark Collateral subject to such disposition, and such Grantor's customer lists and other records relating to such Trademark Collateral and to the distribution of such products and services. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least 10 days' notice to such Grantor of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification. Secured Party shall not be obligated to make any sale of any Trademark Collateral regardless of notice of sale having been given. Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) All payments received by any Grantor under or in connection with any of the Trademark Collateral shall be received in trust for the benefit of Secured Party, shall be segregated from other funds of such Grantor and shall be forthwith paid over to Secured Party in the same form as so received (with any necessary endorsement).

(c) All payments made hereunder or in connection with or otherwise in respect of the Trademark Collateral and all cash proceeds received by Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Trademark Collateral may, in the discretion of Secured Party, be held by Secured Party as collateral for, and/or then or at any time thereafter applied (after payment of any amounts payable to Secured Party pursuant to Section 11) in whole or in part by Secured Party against, all or any part of the Obligations, in such order as Secured Party shall elect. Any surplus of such cash or cash proceeds held by Secured Party and remaining after payment in full of all the Obligations shall be paid over to Grantors or to whomsoever may be lawfully entitled to receive such surplus.

SECTION 11. Indemnity and Expenses.



(a) Each Grantor agrees to and does hereby indemnify and hold Secured Party harmless from and against any and all claims, losses and liabilities arising out of or resulting from this Agreement or the transactions contemplated hereby (including, without limitation, enforcement of this Agreement), except claims, losses or liabilities resulting from Secured Party's bad faith or willful misconduct as determined by a final judgment of a court of competent jurisdiction.

(b) Each Grantor will upon demand pay to Secured Party the amount of any and all reasonable expenses, including, without limitation, the reasonable fees and disbursements of its counsel and of any experts and agents, which Secured Party may incur in connection with any and all of the following (i) the administration of this Agreement, (ii) the custody, preservation, use or operation of, or the sale of, collection from, or other realization upon, any of the Trademark Collateral, (iii) the exercise or enforcement of any of Secured Party's rights hereunder, or (iv) the failure by a Grantor to perform or observe any of the provisions hereof.

SECTION 12. Assignment. Without Secured Party's prior written consent, which Secured Party may withhold under any circumstances, Grantors will not assign or in any way transfer, by operation of law or otherwise, this Agreement, the Obligations or any of their rights or obligations thereunder or hereunder. Prior to an Event of Default, Secured Party may assign this Agreement or any of its rights or obligations hereunder without consent of or notice to Grantors in connection with the permitted transfer or assignment of the Note. After an Event of Default, Secured Party may assign this Agreement or any of its rights or obligations hereunder, whether for security or otherwise, without consent of or notice to Grantors. Upon notice of assignment and direction, Grantors will perform the Obligations directly to the assignee thereof and will not assert against any assignee, as a claim, defense, counterclaim, setoff, cross-claim, cross-complaint or otherwise, any dispute or claim which Grantor may have against Secured Party.

SECTION 13. Amendments, Waivers, Consents. No amendment or waiver of any provision of this Agreement nor consent to any departure by Grantors herefrom shall in any event be effective unless such amendment or waiver shall be in writing and signed by Secured Party, and then such amendment or waiver shall be effective only in the specific instance and for the specific purpose for which it was given.

SECTION 14. Notices. Any notice or notification required, permitted or contemplated hereunder shall be in writing, shall be addressed and given to the party to be notified at the address set forth in, and in the manner required by the Loan Agreement, and any notice to a Grantor may be sent care of the Borrower.

SECTION 15. General.

(a) This Agreement shall create a continuing security interest in the Trademark Collateral and shall (i) remain in full force and effect until payment in full of the Obligations in full, (ii) be binding upon Grantors, their successors and assigns, and (iii) inure, together with the rights and remedies of Secured Party hereunder, to the benefit of Secured Party, its successors, transferees and assigns.

(b) Upon the final payment in full and satisfaction of the Obligations of the Secured Party to Grantor under the Notes, the liens and security interests granted hereby shall terminate and all rights to the Trademark Collateral shall revert to Grantor. Upon any such termination, Secured Party will, at Grantor's expense, execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence such termination.

(c) If any term or provision of this Agreement is or shall become illegal, invalid or unenforceable in any jurisdiction, all other terms and provisions of this Agreement shall remain legal, valid and enforceable in such jurisdiction and such illegal, invalid or unenforceable provision shall be legal, valid and enforceable in any other jurisdiction.

(d) This Agreement 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 are governed by the law of the United States or any other jurisdiction other than the State of Delaware.

(e) AS A SPECIFICALLY BARGAINED INDUCEMENT FOR SECURED PARTY TO ENTER INTO THIS AGREEMENT AND TO EXTEND CREDIT TO GRANTOR, GRANTOR AGREES THAT ANY ACTION, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS AGREEMENT, ITS VALIDITY OR PERFORMANCE, AT THE SOLE OPTION OF SECURED PARTY, ITS SUCCESSORS AND ASSIGNS, SHALL BE INITIATED AND PROSECUTED AS TO ALL PARTIES AND THEIR SUCCESSORS AND ASSIGNS AT CHESTER COUNTY, PENNSYLVANIA. SECURED PARTY AND GRANTORS EACH CONSENT TO AND SUBMIT TO THE EXERCISE OF JURISDICTION OVER ITS PERSON BY ANY COURT SITUATED AT CHESTER COUNTY, PENNSYLVANIA HAVING JURISDICTION OVER THE SUBJECT MATTER, WAIVES PERSONAL SERVICE OF ANY AND ALL PROCESS UPON IT AND CONSENTS THAT ALL SUCH SERVICE OF PROCESS BE MADE BY REGISTERED MAIL DIRECTED TO GRANTORS AND SECURED PARTY AT THEIR RESPECTIVE ADDRESSES AS SET FORTH IN THE LOAN AGREEMENT AND SERVICE SO MADE SHALL BE DEEMED TO BE COMPLETED FIVE (5) BUSINESS DAYS AFTER SUCH PROCESS SHALL HAVE BEEN DEPOSITED IN THE U.S. MAIL, POSTAGE PREPAID. GRANTOR WAIVES ANY OBJECTION BASED ON FORUM NON CONVENIENS, AND ANY OBJECTION TO VENUE OF ANY ACTION INSTITUTED HEREUNDER, AND CONSENTS TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY THE COURT.

(f) AS A SPECIFICALLY BARGAINED INDUCEMENT FOR SECURED PARTY TO ENTER INTO THIS AGREEMENT AND EXTEND CREDIT TO GRANTOR, GRANTOR AND SECURED PARTY EACH WAIVES TRIAL BY JURY WITH RESPECT TO ANY ACTION, CLAIM, SUIT OR PROCEEDING IN RESPECT OF OR ARISING OUT OF THIS AGREEMENT.


(g) The captions in this Agreement are for reference purposes only and shall not relate to or affect in any way the construction or interpretation hereof.

(h) The representations, warranties, covenants and agreements contained herein or in any Schedule attached hereto shall survive the execution hereof.

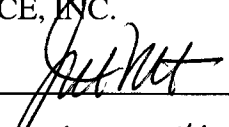
IN WITNESS WHEREOF, Grantors and Secured Party have, by their respective duly authorized officers, signed this Agreement as of the date and year first above written.

GRANTORS:

INVESTOR FORCE HOLDINGS, INC.

By:   
Name: James Metas  
Title: CFO

INVESTOR FORCE, INC.

By:   
Name: James Metas  
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 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 Niemeyer

Vice President

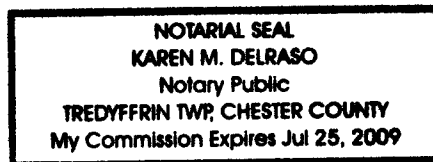
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ ) SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing Trademark Security Agreement was executed and acknowledged before me this 7 day of November, 2005, by James Matas, personally known to me to be the CEO of Investor Force Holdings, Inc., a Delaware corporation, on behalf of such corporation.

Karen M. DelRaso  
Notary Public

My Commission Expires: July 25, 2009

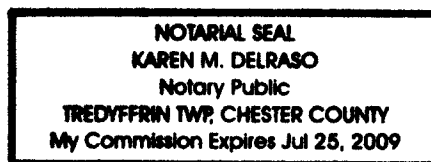


STATE OF \_\_\_\_\_ ) SS:  
COUNTY OF \_\_\_\_\_ )

The foregoing Trademark Security Agreement was executed and acknowledged before me this 7 day of November, 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. Delraso  
Notary Public

My Commission Expires: July 25, 2009

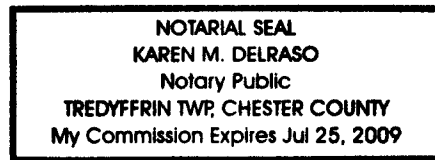


STATE OF PENNSYLVANIA) SS:  
COMMONWEALTH OF CHESTER COUNTY)

The foregoing Trademark Security Agreement was executed and acknowledged before me this 7<sup>th</sup> day of November, 2005, by Suzanne Niemeyer, 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>
<b><u>Service Marks - Approved</u></b>		
<u>United States Service Marks</u>		
Investor Force	2,688,977	02/18/2003
InvestorForce.com and Design	2,673,707	01/14/2003
<b><u>Service Marks – Application Pending</u></b>		
<u>United States Service Marks</u>		
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
<u>Canadian Service Marks</u>		
Investor Force	PCT/US01/19290	08/04/2000
<b>Other Marks</b>		
Altvest		