

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CIBC World Markets Corp.		07/24/2006	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Oppenheimer & Co. Inc.		
<b>Street Address:</b>	125 Broad Street		
<b>Internal Address:</b>	16th Floor		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10004		
<b>Entity Type:</b>	CORPORATION: NEW YORK		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2376257	PROFESSIONALS ALLIANCE GROUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)668-8081		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	(212) 668-8027		
<b>Email:</b>	elizabeth.harnisch@opco.com		
<b>Correspondent Name:</b>	Elizabeth Harnisch, Oppenheimer & Co.		
<b>Address Line 1:</b>	125 Broad Street		
<b>Address Line 2:</b>	16th Floor		
<b>Address Line 4:</b>	New York, NEW YORK 10004		
<b>NAME OF SUBMITTER:</b>	Elizabeth Harnisch		
<b>Signature:</b>	/eh/		
<b>Date:</b>	07/28/2006		

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**Total Attachments: 3**

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## TRADEMARK ASSIGNMENT AGREEMENT

This Trademark Assignment Agreement (this "Assignment"), dated as of July 24, 2006 and to be deemed effective as of January 2, 2003 is between, by and amongst Oppenheimer & Co., f/k/a Fahnestock & Co. Inc., a New York corporation ("Assignee") and CIBC World Markets Corp. ("Assignor").

Whereas, Assignor desires to assign all of its right, title and interest in the mark "PROFESSIONALS ALLIANCE GROUP" to Assignee, United States Trademark Registration Number 2376257 (the "Trademark") and Assignee desires to acquire all of Assignor's right, title and interest in, to and under the Trademark.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignor does hereby assign, transfer and set over to Assignee, its successors, legal representatives and assigns, all of Assignor's right, title and interest in and to Trademark together with the goodwill of the business associated with said Trademark and registrations thereof (including, without limitation, all proceeds thereof and the rights to sue for past, present and future infringements) the same to be held and enjoyed by Assignee, for its own use and on behalf of its successors, legal representatives and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor, had this sale and assignment not been made.

2. Governing Law. This Agreement shall be governed by the laws of the State of New York, without giving effect to the conflict of laws principles thereof.

3. Headings. The paragraph headings of this Assignment are for convenience only and shall not be deemed to affect in any way the meaning of the provisions to which they refer.

4. Savings Clause. If any one or more of the provisions contained in this Assignment or any document executed in connection herewith shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired; provided that, in such case, the parties oblige themselves to use their best efforts to achieve the purpose of the invalid provisions by a new legally valid stipulation.

5. Waiver. No failure or delay on the part of any party in the exercise of any power, right or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or privilege preclude other or further exercise thereof or of any other right, power or privilege.

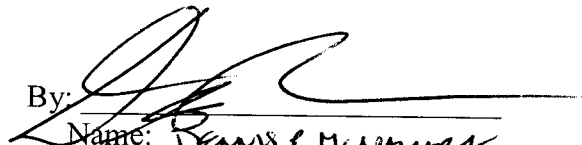
6. Non-Exclusive Nature of Expressed Remedies. All of the parties' rights and remedies existing under this Assignment are cumulative to, and not exclusive of, any rights or remedies otherwise available.

7. Entire Agreement. This Assignment, in connection with the Asset Purchase Agreement, sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges all prior discussions and negotiations between them. No modification or amendment of this Assignment shall be valid or binding unless made in writing and signed on behalf of the parties by their duly authorized officers or representatives.


8. Execution. This Assignment may be executed simultaneously with any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

In witness of this assignment, authorized representatives of Assignor and Assignee have executed this Assignment as of the date first above written.

**OPPENHEIMER & CO. INC.**

By:   
Name: **DENNIS P. McLAUGHLIN**  
Title: **EXECUTIVE VICE PRESIDENT & GENERAL COUNSEL**  
Date: **JULY 26, 2004**

**CIBC WORLD MARKETS CORP.**

By:   
Name: **Antonio Molestina**  
Title: **Managing Director**  
Date: **7/24/06**