

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Trademark Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Cohen Brothers, LLC		07/14/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Commerce Bank, N.A., as administrative agent		
Street Address:	1701 Rt 70 East		
City:	Cherry Hill		
State/Country:	NEW JERSEY		
Postal Code:	08034		
Entity Type:	National Banking Association:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Serial Number:	78670737	CHREOS	
Serial Number:	78682951	EMPORIA	
Serial Number:	78670756	DEKANIA	
Serial Number:	78670772	KLEROS	
CORRESPONDENCE DATA			
Fax Number:	(202)756-9299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	202-756-9292		
Email:	christine.wilson@thomson.com		
Correspondent Name:	Corporation Service Company		
Address Line 1:	80 State Street		
Address Line 2:	6th Floor		
Address Line 4:	Albany, NEW YORK 12207		
NAME OF SUBMITTER:	Christine Wilson		

CH \$115.00 78670737

Signature:	/CHRISTINE WILSON/
Date:	08/09/2006
Total Attachments: 14 source=cohen - commerce - 4 tm#page1.tif source=cohen - commerce - 4 tm#page2.tif source=cohen - commerce - 4 tm#page3.tif source=cohen - commerce - 4 tm#page4.tif source=cohen - commerce - 4 tm#page5.tif source=cohen - commerce - 4 tm#page6.tif source=cohen - commerce - 4 tm#page7.tif source=cohen - commerce - 4 tm#page8.tif source=cohen - commerce - 4 tm#page9.tif source=cohen - commerce - 4 tm#page10.tif source=cohen - commerce - 4 tm#page11.tif source=cohen - commerce - 4 tm#page12.tif source=cohen - commerce - 4 tm#page13.tif source=cohen - commerce - 4 tm#page14.tif	

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement") is made this 14th day of July, 2006 and is effective the 18th day of July, 2006, by COHEN BROTHERS, LLC, a Delaware limited liability company, having a mailing address of 2929 Arch Street, Philadelphia, PA 19104 ("Borrower"), and delivered to COMMERCE BANK, N.A., having a mailing address of 1701 Route 70 East, Cherry Hill, NJ 08034, as administrative agent (in such capacity, "Agent"), for the ratable benefit of Secured Parties, as defined in the Loan Agreement, as defined below.

BACKGROUND

A. This Agreement is being executed contemporaneously with that certain Loan and Security Agreement (as may be supplemented, restated, superseded, amended or replaced from time to time, the "Loan Agreement"), of even date herewith, by and among Borrower, Agent, Commerce Bank, N.A., in its capacity as issuing bank thereunder ("Issuing Bank") and certain other financial institutions from time to time party thereto (collectively, "Lenders"), under which Borrower is granting Agent, for the benefit of Secured Parties, a lien on and security interest in certain assets of Borrower associated with or relating to services or products sold under Borrower's trademarks and the goodwill associated therewith, and under which Agent is entitled to foreclose or otherwise deal with such assets under the terms and conditions set forth therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Borrower has adopted, used and is using (or has filed applications for the registration of) the trademarks, servicemarks and tradenames listed on Schedule "A" attached hereto and made part hereof (all such marks or names hereinafter referred to as the "Trademarks").

C. Pursuant to the Loan Agreement, Agent is acquiring a lien on, security interest in and a license to use the Trademarks and the registration thereof, together with all the goodwill of Borrower associated therewith and represented thereby, as security for all of Borrower's Obligations, and Agent desires to have its security interest in such Trademarks confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. To secure the Obligations, Borrower grants to Agent, for the ratable benefit of Secured Parties, a lien on and security interest in all of Borrower's present and future right, title and interest in and to the Trademarks, together with all the goodwill of Borrower associated with and represented by the Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Borrower hereby covenants and agrees to maintain the Trademarks in full force and effect until all of Borrower's Obligations are indefeasibly paid and satisfied in full and the commitment to make Advances has terminated.

3. Borrower represents, warrants and covenants that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) All of the Trademarks (other than application for the registration thereof which have been filed) are registered, valid and enforceable;

(c) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, and each of the Trademarks is free and clear of any liens, charges and encumbrances including, without limitation, pledges, assignments, licenses (other than to Borrower and Agent hereunder) and covenants by Borrower not to sue third persons;

(d) Borrower has the unqualified right, power and authority to enter into this Agreement and perform its terms;

(e) Borrower has complied with, and will continue for the duration of this Agreement to comply with the requirements set forth in 15 U.S.C. §1051-1127 and any other applicable statutes, rules and regulations in connection with its use of the Trademarks except where failure to comply would not have a Material Adverse Effect on Borrower or its Property;

(f) Borrower has no notice of any suits or actions commenced or threatened against it, or notice of claims asserted or threatened against it, with reference to the Trademarks; and

(g) Borrower has used and will continue to use for the duration of this Agreement, consistent standards of quality in services or products leased or sold under the Trademarks and hereby grants to Agent and its employees and agents the right (with no obligation of any kind upon Agent to do so) to visit Borrower's affiliates, franchises or management locations and to inspect the use of the Trademarks and quality control records relating thereto at reasonable times during regular business hours to ensure Borrower's compliance with this paragraph 3(g).

4. Borrower further covenants that:

(a) Until all the Obligations are indefeasibly paid and satisfied in full and the commitment to make Advances has terminated, Borrower will not enter into any agreement, including, without limitation, license agreements or options, which are inconsistent with Borrower's obligations under this Agreement, Borrower's obligations under the Loan Documents, as applicable, or which restrict or impair Agent's rights hereunder.

(b) If Borrower acquires rights to any new Trademarks, the provisions of this Agreement shall automatically apply thereto and such trademarks shall be deemed part of the Trademarks. Borrower shall give Agent prompt written notice thereof along with an amended Schedule "A."

5. So long as this Agreement is in effect and so long as Borrower has not received notice from Agent that Agent has elected to exercise its rights hereunder after an Event of Default: (i) Borrower shall continue to have the exclusive right to use the Trademarks; and (ii) Agent shall have no right to use the Trademarks or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. Borrower agrees not to sell, grant any option, assign or further encumber its rights and interest in the Trademarks to any entity or person other than Agent without the prior written consent of Agent.

7. Anything herein contained to the contrary notwithstanding, if and while an Event of Default exists under the Loan Agreement, Borrower hereby covenants and agrees that Agent, as the holder of a security interest under the UCC may take such action permitted hereunder, in its exclusive discretion, to foreclose upon the Trademarks covered hereby or otherwise enforce its rights hereunder or under applicable law. For such purposes, while an Event of Default exists, Borrower hereby authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent as Agent may select, in its exclusive discretion, as Borrower's true and lawful attorney-in-fact, with the power to (a) endorse Borrower's name on all applications, documents, papers and instruments necessary for Agent to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or (b) protect, preserve, defend, or maintain the Trademarks, or (c) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else including, without limitation, the power to execute a Trademark Assignment in the form attached hereto as Exhibit 1. Borrower hereby ratifies all that such attorney or agent shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney or agent. This power of attorney shall be coupled with an interest, irrevocable for the life of this Agreement, the Loan Documents, and until all Borrower's Obligations are indefeasibly paid and satisfied in full, and any commitments to make Advances has terminated, or as may be expressly permitted under the Loan Agreement.

8. Upon Borrower's performance of all of the obligations under the Loan Documents and after all Borrower's Obligations are indefeasibly paid and satisfied in full, and any commitment to make Advances has terminated, or as may be expressly permitted under the Loan Agreement, Agent shall, at Borrower's expense, execute and deliver to Borrower all documents reasonably necessary to terminate Agent's security interest in the Trademarks.

9. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Agent in connection with the (a) preparation and negotiation of this Agreement and all other documents relating hereto and the consummation of this transaction, (b) filing or recording of any documents (including all taxes in connection therewith) in public offices, (c) payment or discharge of any taxes, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, or (d) exercise or enforcement of any rights or remedies granted to Agent hereunder, under any of the other Loan Documents, or otherwise available to Agent whether at law or in equity, in each case in accordance with the terms of this Agreement, shall be borne and paid by Borrower on demand by Agent and until so paid shall be added to the principal amount of Borrower's Obligations to Agent

and shall bear interest at the otherwise applicable rate prescribed in the Loan Agreement for cash Advances under the Revolving Credit.

10. Subject to the terms of the Loan Agreement, Borrower shall have the duty to prosecute diligently any application and/or registration with respect to the Trademarks pending as of the date of this Agreement or thereafter, until Borrower's Obligations are indefeasibly paid and satisfied in full and any commitment to make Advances has terminated, to preserve and maintain all rights in the Trademarks, and upon reasonable request of Agent, Borrower shall make federal application on registerable but unregistered Trademarks belonging to Borrower and licensed to Borrower. Any reasonable expenses incurred in connection with such applications shall be borne exclusively by Borrower. Borrower shall not abandon any Trademarks without the prior written consent of Agent.

11. Borrower shall have the right to bring suit in its own name to enforce the Trademarks, in which event Agent may, if Borrower reasonably deems it necessary, be joined as a nominal party to such suit if Agent shall have been satisfied, in its sole discretion, that it is not thereby incurring any risk of liability because of such joinder. Borrower shall promptly, upon demand, reimburse and indemnify Agent and Secured Parties for all damages, costs and expenses, including reasonable attorneys' fees and costs, incurred by Agent and Secured Parties in the fulfillment of the provisions of this paragraph.

12. Upon the occurrence of an Event of Default under the Loan Agreement, Agent may, without any obligation to do so, complete any obligation of Borrower hereunder, in Borrower's name or in Agent's name, but at the expense of Borrower.

13. No course of dealing between Borrower and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Secured Party, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Agent's and each Secured Party's rights and remedies with respect to the Trademarks, whether established hereby or by the Loan Documents, or by any other future agreements among Borrower, Agent and Secured Parties or by law, shall be cumulative and may be exercised singularly or concurrently.

14. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

15. The obligations of Agent as holder of the security interest in the Trademarks, and with respect to the disposition thereof, and otherwise under this Agreement, and the other Loan Documents, are only those expressly set forth in this Agreement and the other Loan Documents. Agent shall act hereunder at the direction, or with the consent, of the Majority Lenders on the terms and conditions set forth in the Loan Agreement. The powers conferred on Agent hereunder are solely to protect its interest, on behalf of Secured Parties in the Trademarks, and shall not impose any duty upon it to exercise any such powers. Agent shall have no duty as to Trademarks, or as to the taking of any necessary steps to preserve rights against prior parties, or any other rights pertaining to the Trademarks. Neither Agent nor any other Secured Party shall be liable to Debtor (i) for any loss or damage sustained by Debtor; or (ii) for any loss, damage, depreciation, or other diminution in the value of any Trademark that make occur as a result of, or in connection with, or that is in any way related to, exercise by Agent of any right or remedy

under this Agreement, any failure to demand to act on the party of Agent, except to the extent that the same is caused solely by its own gross negligence or willful misconduct.

16. By its acceptance of the benefits of this Agreement, each Secured Party agrees that this Agreement may be enforced only by Agent, acting upon the instructions, or with the consent of, Majority Lenders as provided for in the Loan Agreement, and that no Secured Party shall have any right, individually, to enforce, or seek to enforce, this Agreement, or to realize upon any Trademark, or other security given to secure the payment and performance of the Obligations.

17. This Agreement may not be modified without the written consent of the party against whom enforcement is being sought.

18. In the event of an inconsistency between this Agreement and Loan Agreement, the language of this Agreement shall control.


19. THIS AGREEMENT, AND ALL MATERS ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND ALL RELATED AGREEMENTS AND DOCUMENTS, SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA. THE PROVISIONS OF THIS AGREEMENT AND ALL OTHER AGREEMENTS AND DOCUMENTS REFERRED TO HEREIN ARE TO BE DEEMED SEVERABLE, AND THE INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION SHALL NOT AFFECT OR IMPAIR THE REMAINING PROVISIONS WHICH SHALL CONTINUE IN FULL FORCE AND EFFECT.

20. Borrower hereby irrevocably consents to the non-exclusive jurisdiction of the Courts of the Commonwealth of Pennsylvania or the United States District Court for the Eastern District of Pennsylvania in any and all actions and proceedings whether arising hereunder or under any other agreement or undertaking. Borrower waives any objection which Borrower may have based upon lack of personal jurisdiction, improper venue or forum non conveniens. Borrower irrevocably agrees to service of process by certified mail, return receipt requested to the address of the appropriate party set forth on the signature page hereto.

21. BORROWER (AND AGENT BY ITS ACCEPTANCE HEREOF) HEREBY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION, PROCEEDING OR COUNTERCLAIM ARISING WITH RESPECT TO RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO OR UNDER THE LOAN DOCUMENTS OR WITH RESPECT TO ANY CLAIMS ARISING OUT OF ANY DISCUSSIONS, NEGOTIATIONS OR COMMUNICATIONS INVOLVING OR RELATED TO ANY PROPOSED RENEWAL, EXTENSION, AMENDMENT, MODIFICATION, RESTRUCTURE, FORBEARANCE, WORKOUT, OR ENFORCEMENT OF THE TRANSACTIONS CONTEMPLATED HEREUNDER OR UNDER THE LOAN DOCUMENTS.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement, under seal, the day and year first above written.

BORROWER:
COHEN BROTHERS, LLC

By: 
Name: James J. McEntee, III
Title: Chief Operating Officer

Address:
2929 Arch Street
Philadelphia, PA 19103
Attention: President
Telecopy No.: (215) 861-7878

Approved and Accepted:

COMMERCE BANK, N.A., As Agent

By: _____
Name: Gerard L. Grady,
Title: Vice President

(Signature Page to Trademark Security Agreement - Cohen Brothers, LLC)

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement, under seal, the day and year first above written.

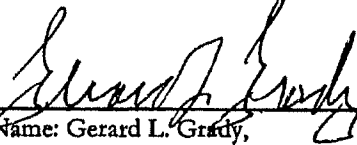
BORROWER:
COHEN BROTHERS, LLC

By: _____
Name: James J. McEntee, III
Title: Chief Operating Officer

Address:
2929 Arch Street
Philadelphia, PA 19103
Attention: President
Telecopy No.: (215) 861-7878

Approved and Accepted:

COMMERCE BANK, N.A., As Agent

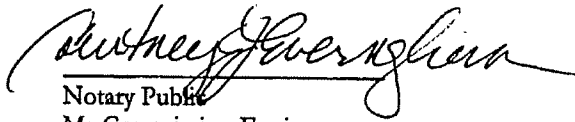
By: 
Name: Gerard L. Grady,
Title: Senior Vice President

(Signature Page to Trademark Security Agreement - Cohen Brothers, LLC)

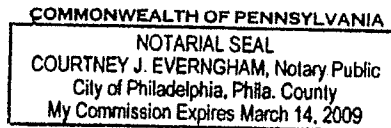
CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *Pennsylvania* :SS
COUNTY OF *Philadelphia* :

On this 14 day of July, 2006, before me personally appeared JAMES J. MCENTEE, III, to me known and being duly sworn, deposes and says that he is the Chief Operating Officer of COHEN BROTHERS, LLC, the limited liability company described in the foregoing Agreement; that he knows the seal of the corporation; that the seal so affixed to the Agreement is such corporate seal; that he signed the agreement and affixed the seal of the corporation thereto as such officer pursuant to the authority vested in him by law; that the within Agreement is the voluntary act of such corporation; and he desires the same to be recorded as such.



Notary Public
My Commission Expires:



Schedule A to Trademark Security Agreement

<u>TRADEMARK</u>	<u>APPLICATION OR REGISTRATION NO.</u>	<u>COUNTRY</u>	<u>FILING DATE</u>
CHREOS	78/670737	U.S.	07/14/2005
EMPORIA	78/682951	U.S.	08/01/2005
DEKANIA	78/670756	U.S.	07/14/2005
KLEROS	78/670772	U.S.	07/14/2005

Exhibit 1 to Trademark Security Agreement

TRADEMARK ASSIGNMENT

WHEREAS, COHEN BROTHERS, LLC, a Delaware limited liability company ("Grantor"), is the registered owner of the United States trademarks, tradenames and registrations listed on Schedule "A" attached hereto and made a part hereof (the "Trademarks"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ ("Grantee") having a place of business at _____, is desirous of acquiring the Trademarks;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, all of its present and future right, title and interest in and to the Trademarks and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Trademark Assignment to be executed as of the ____ day of _____, 200__.

COHEN BROTHERS, LLC

Witness: _____

By: _____
As Attorney-in-fact

SCHEDULE A TO TRADEMARK ASSIGNMENT

<u>TRADEMARKS</u>	<u>APPLICATION/ REGISTRATION NO.</u>	<u>COUNTRY</u>	<u>REGISTRATION DATE</u>
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POWER OF ATTORNEY

COHEN BROTHERS, LLC, a Delaware limited liability company, ("Grantor"), hereby authorizes COMMERCE BANK, N.A., its successors and assigns, and any officer or agent thereof (collectively "Grantee") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Trademark Security Agreement between Grantor and Grantee dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Trademark Agreement"), including, without limitation, the power to use the Trademarks (as defined in the Trademark Agreement), to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks.

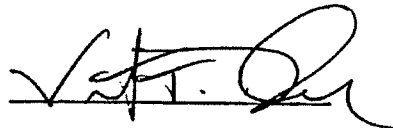
This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to a certain Loan and Security agreement bearing even date herewith between Grantor and Grantee as it may be supplemented, restated, superseded, amended or replaced from time to time.

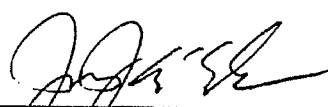
Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

This Power of Attorney shall be coupled with an interest and irrevocable for the life of the Trademark Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, under seal, this 18 day of July, 2006.

COHEN BROTHERS, LLC

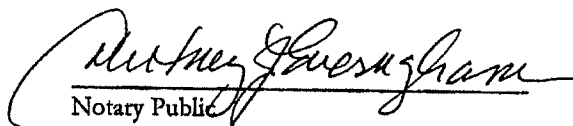
Witness: 
Witness: _____

By: 
James V. McEntee, III
Chief Operating Officer

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF *Pennsylvania* : SS
COUNTY OF *Philadelphia* :

On this 14 day of July 2006, before me personally appeared JAMES J. MCENTEE, III, to me known and being duly sworn, deposes and says that he is the Chief Operating Officer of COHEN BROTHERS, LLC, the Grantor corporation described in the foregoing Power of Attorney; that he/she knows the seal of the corporation; that the seal so affixed to the Power of Attorney is such corporate seal; that he signed the Power of Attorney and affixed the seal of the corporation thereto as such officer pursuant to the authority vested in him by law; that the within Power of Attorney is the voluntary act of such corporation; and he desires the same to be recorded as such.


Notary Public

My Commission Expires:

