

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
Crusader Financial Group, Inc.	FORMERLY Crusader Investments, LLC	10/30/2006	CORPORATION: DELAWARE
Crusader Capital, LLC		10/30/2006	LIMITED LIABILITY COMPANY: NEW YORK

RECEIVING PARTY DATA

Name:	Laurus Master Fund, Ltd.
Street Address:	825 Third Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10022
Entity Type:	Exempt Company: CAYMAN ISLANDS

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2765501	CRUSADER CAPITAL MANAGEMENT
Registration Number:	2717664	WHERE CAPITAL MEETS OPPORTUNITY
Serial Number:	78951226	MANAGING WEALTH, NOT MONEY.
Serial Number:	78601458	CRUSADER INVESTMENTS
Serial Number:	78601459	CRUSADER INVESTMENTS

CORRESPONDENCE DATA

Fax Number: (212)407-4990
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Email: nytrademark@loeb.com
 Correspondent Name: Alison Dow
 Address Line 1: 345 Park Avenue
 Address Line 4: New York, NEW YORK 10154

CH \$140.00 2765501

ATTORNEY DOCKET NUMBER:	203891-10014
NAME OF SUBMITTER:	Alison J. Dow
Signature:	/Alison J. Dow/
Date:	11/22/2006
Total Attachments: 8 source=CFG - Grant#page1.tif source=CFG - Grant#page2.tif source=CFG - Grant#page3.tif source=CFG - Grant#page4.tif source=CFG - Grant#page5.tif source=CFG - Grant#page6.tif source=CFG - Grant#page7.tif source=CFG - Grant#page8.tif	

**GRANT OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS**

THIS GRANT OF SECURITY INTEREST ("Grant"), effected as of October 30, 2006, is executed by Crusader Financial Group, Inc. (formerly Crusader Investments, LLC), a Delaware corporation (the "Parent") and Crusader Capital, LLC, a New York limited liability company (the "Subsidiary" and together with the Parent, the "Grantor"), in favor of Laurus Master Fund, Ltd. (the "Secured Party").

A. Pursuant to a Master Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among the Grantor, certain other Assignors (as defined in the Security Agreement), and the Secured Party, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, the Grantor and the other Assignors have granted a security interest to the Secured Party in consideration of the Secured Party's agreement to provide financial accommodations to Crusader Financial Group, Inc..

B. The Grantor (1) has adopted, used and is using the trademarks reflected in the trademark registrations and trademark applications in the United States Patent and Trademark Office more particularly described on Schedule 1 annexed hereto as part hereof (the "Trademarks"), and (2) has registered or applied for registration in the United States Patent and Trademark Office of the patents more particularly described on Schedule 2 annexed hereto as part hereof (the "Patents").

C. The Grantor wishes to confirm its grant to the Secured Party of a security interest in all right, title and interest of the Grantor in and to the Trademarks and Patents, and all proceeds thereof, together with the business as well as the goodwill of the business symbolized by, or related or pertaining to, the Trademarks, and the customer lists and records related to the Trademarks and Patents and all causes of action which may exist by reason of infringement of any of the Trademarks and Patents (collectively, the "T&P Collateral"), to secure the payment, performance and observance of the Obligations (as that term is defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. The Grantor does hereby further grant to the Secured Party a security interest in the T&P Collateral to secure the full and prompt payment, performance and observance of the Obligations.

2. The Grantor agrees to perform, so long as the Security Agreement is in effect, all acts deemed necessary or desirable by the Secured Party to permit and assist it, at the Grantor's expense, in obtaining and enforcing the Trademarks and Patents in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in legal proceedings. The Grantor hereby appoints the Secured Party as the Grantor's attorney-in-

fact to execute and file any and all agreements, instruments, documents and papers as the Secured Party may determine to be necessary or desirable to evidence the Secured Party's security interest in the Trademarks and Patents or any other element of the T&P Collateral, all acts of such attorney-in-fact being hereby ratified and confirmed.


3. The Grantor acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the T&P Collateral granted hereby are more fully set forth in the Security Agreement and the rights and remedies set forth herein are without prejudice to, and are in addition to, those set forth in the Security Agreement. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

4. The Grantor hereby authorizes the Secured Party to file all such financing statements or other instruments to the extent required by the Uniform Commercial Code and agrees to execute all such other documents, agreements and instruments as may be required or deemed necessary by the Secured Party, in each case for purposes of affecting or continuing Secured Party's security interest in the T&P Collateral.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the day and year first above written.

CRUSADER FINANCIAL GROUP, INC.
(formerly Crusader Investments, LLC)

By: 
Name: Blair A. West
Title: Chief Executive Officer

CRUSADER CAPITAL, LLC

By: 
Name: Blair A. West
Title: Chief Executive Officer

LAURUS MASTER FUND, LTD.




By: 

Name: Eugene Grant

Title:

SCHEDULE I TO GRANT OF SECURITY INTEREST

REGISTERED TRADEMARKS AND TRADEMARK APPLICATIONS

MARK	REGISTRATION	SERIAL	FILED	EXPIRES	OWNER
Crusader Capital Management ⁽²⁾	FL: T05000001256 US: 2,765,501	76-434-366	FL: 9-22-2005 US: 9-16-2003	FL: 9-22-2015 US: 9-16-2014	Crusader Investments ⁽²⁾
"Where Capital Meets Opportunity"	2717664	75613641	5/20/2003	-	Crusader Investments ⁽²⁾
"Managing Wealth, Not Money"	PENDING	78951226	8/14/2006	-	Crusader Capital
Crusader Investments	PENDING	78601458	4/4/2005	-	Crusader Investments ⁽²⁾
	PENDING	78601459	4/4/2005	-	Crusader Investments ⁽²⁾
	TO BE FILED	TBA	TBA	-	CFG
CFG	TO BE FILED	TBA	TBA	-	CFG
	TO BE FILED	TBA	TBA	-	CFG
Crusader Financial Group	TO BE FILED	TBA	TBA	-	CFG
NOTES:					
(1) Acquired through a settlement, assignment & transfer agreement effective Jan 1, 2006. As part of the agreement, Crusader agreed not to record any assignment with the Florida department of State until 18 months from the execution date and to allow the Seller to use for the same 18 month period.					
(2) Assignments have been executed for the marks above whose owner is Crusader Investments for filing with the Patent and Trademark Office to transfer ownership to Crusader Financial Group, Inc.					

SCHEDULE 2 TO GRANT OF SECURITY INTEREST

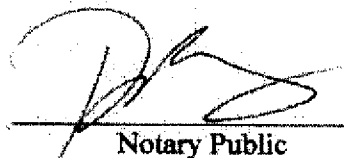
PATENTS AND PATENT APPLICATIONS

<u>Patent</u>	<u>Registration or Application Number</u>	<u>Registration or Application Date</u>	<u>Country</u>

STATE OF New York)
COUNTY OF Suffolk) ss.: 110-56-6503

On this 30th day of October, 2006, before me personally came Blair A. West who, being by me duly sworn, did state as follows: that he is Chief Executive Officer of CRUSADER FINANCIAL GROUP, INC., that he is authorized to execute the foregoing Grant on behalf of said corporation, and that he did so by authority of the Board of Directors of said corporation.

DEBORAH L. DOYLE
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01D06132449, SUFFOLK COUNTY
COMMISSION EXPIRES AUGUST 29, 2009



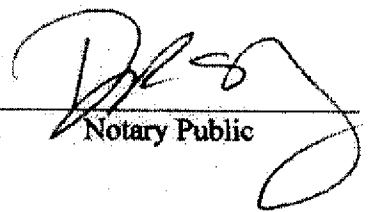
Notary Public

Grant

STATE OF NY)
COUNTY OF Suffolk) ss.: 110 56 6503

On this 30 day of Oct, 2006, before me personally came Blair A. West who, being by me duly sworn, did state as follows: that he is Chief Executive Officer of CRUSADER CAPITAL, LLC, that he is authorized to execute the foregoing Grant on behalf of said corporation, and that he did so by authority of the Board of Directors of said corporation.

DEBORAH L. DOYLE
NOTARY PUBLIC, STATE OF NEW YORK
NO. 01D06132449, SUFFOLK COUNTY
COMMISSION EXPIRES AUGUST 29, 2009



Notary Public

Grant