

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
PLANMEMBER FINANCIAL CORPORATION		11/17/2006	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	CALTIUS PARTNERS III, LP
Street Address:	11766 WILSHIRE BLVD.
Internal Address:	SUITE 850
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90025
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

Name:	CALTIUS PARTNERS EXECUTIVE III, L.P.
Street Address:	11766 WILSHIRE BLVD.
Internal Address:	SUITE 850
City:	LOS ANGELES
State/Country:	CALIFORNIA
Postal Code:	90025
Entity Type:	LIMITED PARTNERSHIP: DELAWARE

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1735224	PLANMEMBER SERVICES
Registration Number:	1849568	
Registration Number:	1397920	OPTIFUND
Registration Number:	1545633	PLANNING YOUR FUTURE...TODAY
Registration Number:	2673050	PLANMEMBER ONLINE
Registration Number:	1797282	MEMBERBANK SERVICES

CH \$165.00 1735224

CORRESPONDENCE DATA

Fax Number: (312)577-4688
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (312)577-8416
Email: carole.dobbins@kattenlaw.com
Correspondent Name: Carole Dobbins c/o Katten Muchin
Address Line 1: 525 W. Monroe St.
Address Line 4: Chicago, ILLINOIS 60661

ATTORNEY DOCKET NUMBER:	333624-00004
NAME OF SUBMITTER:	Carole Dobbins
Signature:	/Carole Dobbins/
Date:	11/28/2006

Total Attachments: 4
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of November 17, 2006 is by **PLANMEMBER FINANCIAL CORPORATION**, a California corporation (the "Grantor") in favor of **CALTIUS PARTNERS III, LP**, a Delaware limited partnership, and **CALTIUS PARTNERS EXECUTIVE III, L.P.**, a Delaware limited partnership (individually and collectively referred to as the "Grantee"), each individually on behalf of itself as a Holder (as defined in the Investment Agreement) of the Notes (as defined in the Investment Agreement) and on behalf of the other Holders (as defined in the Investment Agreement) under the Investment Agreement (as such term is hereinafter defined).

RECITALS

WHEREAS, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor and certain of Grantor's Affiliates have entered into an Investment Agreement dated as of even date herewith (the same, as it may be amended, restated, supplemented or otherwise modified and in effect from time to time, being herein referred to as the "Investment Agreement") with Caltius providing for extensions of credit and other financial accommodations to be made to Grantor by the Holders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and Grantee, Grantor has granted to Grantee for the benefit of the Holders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the Obligations (as defined in the Investment Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

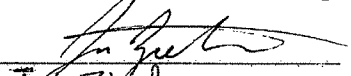
(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Each of Grantor and Grantee hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

PLANMEMBER FINANCIAL CORPORATION, a California corporation

By: 
Name: Jen Ziehl
Title: President / CEO

DRAFT

Schedule 1

U.S. TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
PlanMember Services®	1735224	November 24, 1992
PlanMember Services logo®	1849568	August 9, 1994
Optifund® Investment Selections	1397920	June 17, 1986
Planning your future... today®	1545633	June 27, 1989
PlanMember Online®	2673050	January 27, 2003
Memberbank Services	1797282	October 5, 1993
OptifundPreference™	--	--
OptifundSelect™	--	--
OptifundAdvisors™	--	--
OptifundStrategist™	--	--
OptifundInsurance™	--	--
PlanMember Services Retirement Planning Guide™	--	--
PlanMember Services Annual Retirement Plan Review™	--	--