

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Grant of Security Interest (Trademark)		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Marwood Group & Co. USA LLC		04/18/2007	LIMITED LIABILITY COMPANY: NEW YORK
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Commerce Bank, N.A.		
<b>Street Address:</b>	3020 Westchester Avenue		
<b>Internal Address:</b>	Suite 400		
<b>City:</b>	Purchase		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10577		
<b>Entity Type:</b>	National Banking Association:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2641851	MARWOOD GROUP	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)756-9299		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	8002210770		
<b>Email:</b>	matthew.mayer@thomson.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1133 Avenue of the Americas		
<b>Address Line 2:</b>	Suite 3100		
<b>Address Line 4:</b>	New York, NEW YORK 10036		
<b>ATTORNEY DOCKET NUMBER:</b>	CSC # 859486		
<b>NAME OF SUBMITTER:</b>	Matthew Mayer		
<b>Signature:</b>	/Matthew Mayer/		

CH \$40.00 2641851

Date:

04/19/2007

**Total Attachments: 3**

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## GRANT OF SECURITY INTEREST (TRADEMARK)

The undersigned, Marwood Group & Co. USA LLC, a New York limited liability company (the "*Grantor*"), and Commerce Bank, N.A. (the "*Lender*"), are parties to a Loan and Security Agreement, dated April 18, 2007 (as amended, supplemented or otherwise modified from time to time, the "*Loan Agreement*").

Pursuant to the Loan Agreement, the Grantor granted to the Lender a security interest in and to all of the right, title and interest of the Grantor in and to the trademark listed on Schedule 1, which trademark is registered in the United States Patent and Trademark Office (the "*Trademark*"), together with the goodwill of the business symbolized by the Trademark, and all proceeds thereof, including, without limitation, from any and all causes of action which may exist by reason of infringement thereof (the "*Collateral*"), to secure the prompt payment, performance and observance of its Obligations (as defined in the Loan Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor hereby grants to the Lender a security interest in the Collateral to secure the prompt payment, performance and observance of its Obligations (as defined in the Loan Agreement).

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the security interest in the Collateral made and granted hereby are set forth in the Loan Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. To the extent any provision of this Grant of Security Interest conflicts with any provision of the Loan Agreement, the Loan Agreement shall govern.

Upon the Grantor's satisfaction of its Obligations, the Lender shall, at the Grantor's sole cost and expense, promptly execute, deliver and/or file any and all releases reasonably requested by the Grantor as may be necessary to release the security interests created by the Loan Agreement.

The Lender's address is: 3020 Westchester Avenue, Suite 400, Purchase, New York 10577.

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

**MARWOOD GROUP & CO. USA LLC**

By:  \_\_\_\_\_

Name: John T. Moore III

Title: Chairman and CEO

**Schedule 1  
to  
Grant of Security Interest (Trademark)  
Dated as of April 18, 2007**

**Trademark Registrations**

<b>Trademark</b>	<b>Registration No</b>	<b>Registration Date</b>
Marwood Group	2,641,851	December 29, 2002