

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Cohen & Company Financial Management, LLC		07/27/2007	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Commerce Bank, N.A.		
<b>Street Address:</b>	1701 Route 70 East		
<b>City:</b>	Cherry Hill		
<b>State/Country:</b>	NEW JERSEY		
<b>Postal Code:</b>	08034		
<b>Entity Type:</b>	National Association:		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3026980	ALESCO PREFERRED FUNDING	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(215)832-5767		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	215-569-5767		
<b>Email:</b>	perry@blankrome.com		
<b>Correspondent Name:</b>	David M. Perry		
<b>Address Line 1:</b>	One Logan Square		
<b>Address Line 2:</b>	9th Floor		
<b>Address Line 4:</b>	Philadelphia, PENNSYLVANIA 19103-6998		
<b>ATTORNEY DOCKET NUMBER:</b>	108275-01244		
<b>NAME OF SUBMITTER:</b>	David M. Perry		
<b>Signature:</b>	/David M. Perry/		

CH \$40.00 3026980

Date:

08/13/2007

**Total Attachments: 14**

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## TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Agreement") is signed this 27th day of July, 2007 and is effective the 27<sup>th</sup> day of July, 2007, by **COHEN & COMPANY FINANCIAL MANAGEMENT, LLC**, a Delaware limited liability company, having a mailing address of 2929 Arch Street, Philadelphia, PA 19104 ("Debtor"), 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is being executed contemporaneously with that certain Loan and Security Agreement (as may be supplemented, restated, superseded, amended or replaced from time to time, the "Loan Agreement"), dated as of July 27, 2007, by and among Cohen Brothers, LLC ("Borrower"), Agent, Commerce Bank,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 Agent, Issuing Bank, and Lenders are extending certain credit facilities to Borrower. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.

B. Debtor, together with the other Subsidiary Guarantors, has executed and delivered to Agent, a Surety and Guaranty Agreement pursuant to which, *inter alia*, Debtor has guaranteed to Secured Parties payment in full of all Obligations. In connection therewith, pursuant to the Guarantor Security Agreement, Debtor is granting Agent, for the benefit of Secured Parties, a lien on and security interest in certain assets of Debtor associated with or relating to services or products sold under Debtor'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.

C. Debtor 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").

D. Pursuant to the Guarantor Security 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 Debtor associated therewith and represented thereby, as security for all of the 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, Debtor grants to Agent for the ratable benefit of Secured Parties a lien on and security interest in all of Debtor's present and future right, title and interest in and to the Trademarks, together with all the goodwill of Debtor 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. Debtor hereby covenants and agrees to maintain the Trademarks in full force and effect until all of the Obligations are indefeasibly paid and satisfied in full, and the commitment to make Advances has terminated.

3. Debtor 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. Debtor 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 Debtor and Agent hereunder) and covenants by Debtor not to sue third persons;

d. Debtor has the unqualified right, power and authority to enter into this Agreement and perform its terms;

e. Debtor 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 Debtor or its property;

f. Debtor 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. Debtor 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 Debtor'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 Debtor's compliance with this paragraph 3(g).

4. Debtor further covenants that:

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

b. If Debtor 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. Debtor 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 Debtor has not received notice from Agent that Agent has elected to exercise its rights hereunder after an Event of Default: (i) Debtor 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. Debtor 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, Debtor 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, Debtor 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 Debtor's true and lawful attorney-in-fact, with the power to (a) endorse Debtor'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. Debtor 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 Obligations are indefeasibly paid and satisfied in full, and any commitment to make Advances has been terminated, or as may be expressly permitted under the Loan Agreement.

8. Upon performance of all of the obligations under the Loan Documents, and after all 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 and Debtor's expense, execute and deliver to Debtor 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 and Debtor 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 then 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 the 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, Debtor shall make federal application on registerable but unregistered Trademarks belonging to Debtor and licensed to Debtor. Any reasonable expenses incurred in connection with such applications shall be borne exclusively by Borrower and Debtor. Debtor shall not abandon any Trademarks without the prior written consent of Agent.

11. Debtor shall have the right to bring suit in its own name to enforce the Trademarks, in which event Agent may, if Debtor 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. Debtor 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 Debtor hereunder, in Debtor's name or in Agent's name, but at the expense of Debtor and Borrower.

13. No course of dealing between Borrower, Debtor 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, Debtor, 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 may 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. Debtor 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. Debtor waives any objection which Debtor may have based upon lack of personal jurisdiction, improper venue or forum non conveniens. Debtor 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. DEBTOR (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.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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

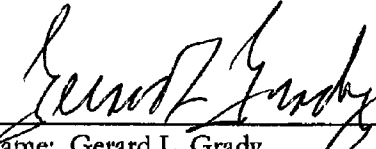
**Debtor:**  
**COHEN & COMPANY FINANCIAL MANAGEMENT,**  
**LLC**

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

Address: 2929 Arch Street  
Philadelphia, PA 19104  
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 Financial)*



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

**Debtor:**  
**COHEN & COMPANY FINANCIAL MANAGEMENT,**  
**LLC**

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

Address: 2929 Arch Street  
Philadelphia, PA 19104  
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 Financial)*

CORPORATE ACKNOWLEDGMENT

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

On this 26 day of July, 2007, 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 & COMPANY FINANCIAL MANAGEMENT, 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.

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL  
LEENA H. AMIN, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires March 10, 2009

leena h amin  
Notary Public

*(Acknowledgment Page to Trademark Security Agreement – Coben Financial)*

**Schedule A to Trademark Security Agreement**

<u>TRADEMARK</u>	<u>APPLICATION OR REGISTRATION NO.</u>	<u>COUNTRY</u>	<u>FILING DATE</u>
ALESCO PREFERRED FUNDING	3026980	U.S.	12/13/2005

**TRADEMARK ASSIGNMENT**

WHEREAS, **COHEN & COMPANY FINANCIAL MANAGEMENT, 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 & COMPANY FINANCIAL MANAGEMENT,  
LLC**

Witness: \_\_\_\_\_

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

As Attorney-in-fact

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :  
STATE OF \_\_\_\_\_ : SS  
COUNTY OF \_\_\_\_\_ :

On this the \_\_\_\_ day of \_\_\_\_\_, 200\_\_ before me a Notary Public for the said County and State, personally appeared \_\_\_\_\_ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of **COHEN & COMPANY FINANCIAL MANAGEMENT, LLC** ("Grantor"), and he/she acknowledged to me that he/she executed the foregoing Trademark Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

\_\_\_\_\_  
(Individual Notary)

*(Acknowledgment Page to Trademark Assignment – Cohen Financial)*

**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 & COMPANY FINANCIAL MANAGEMENT, 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.

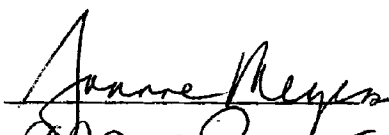
Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

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

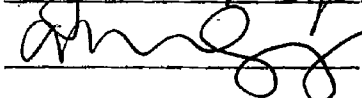
IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, under seal, this 26 day of July, 2007.

**COHEN & COMPANY FINANCIAL  
MANAGEMENT, LLC**

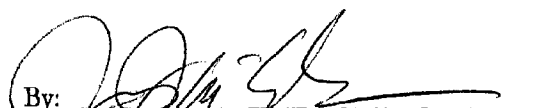
Witness:



Witness:



By:



James J. McEntee, III  
Chief Operating Officer

CORPORATE ACKNOWLEDGMENT

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

On this 26 day of July, 2007, 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 & COMPANY FINANCIAL MANAGEMENT, 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.

**COMMONWEALTH OF PENNSYLVANIA**  
NOTARIAL SEAL  
LEENA H. AMIN, Notary Public  
City of Philadelphia, Phila. County  
My Commission Expires March 10, 2009

leena h amin  
Notary Public

*(Acknowledgement Page to Power of Attorney to Trademark Security Agreement – Cohen Financial)*