

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------------|--|-----------------------|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Trademark Security Agreement | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| TM Newco, Inc. | | 08/01/2007 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Wachovia Bank, National Association | | |
| Street Address: | 201 South College Street | | |
| Internal Address: | 8th Floor | | |
| City: | Charlotte | | |
| State/Country: | NORTH CAROLINA | | |
| Postal Code: | 28288-0680 | | |
| Entity Type: | National Banking Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 1 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 1647961 | BISYS | |
| CORRESPONDENCE DATA | | | |
| Fax Number: | (704)353-3698 | | |
| | <i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i> | | |
| Phone: | 704 331 5792 | | |
| Email: | dmillard@kennedycovington.com | | |
| Correspondent Name: | Karl S. Sawyer, Jr. | | |
| Address Line 1: | 214 N Tryon St., Hearst Tower 47th Floor | | |
| Address Line 2: | Kennedy Covington Lobdell & Hickman, LLP | | |
| Address Line 4: | Charlotte, NORTH CAROLINA 28202 | | |
| ATTORNEY DOCKET NUMBER: | 13567.165 TM NEWCO INC | | |
| NAME OF SUBMITTER: | Karl S. Sawyer, Jr. | | |
| Signature: | /Karl S. Sawyer, Jr./ | | |

OP \$40.00 1647961

Date:

09/01/2007

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of August 1, 2007 by and between TM NEWCO, INC., a Delaware corporation (the "Grantor"), having its chief executive office at 2711 Centerville Road, Suite 400, Wilmington, Delaware 19808 and WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, as Administrative Agent (the "Administrative Agent"), with offices at 201 South College Street, 8th Floor, Charlotte, North Carolina 28288-0680, for the ratable benefit of the Secured Parties.

This Agreement is executed pursuant to the terms of (a) the Credit Agreement dated as of August 1, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among C.G. JCF, LLC, a Delaware limited liability company, as Intermediate Holdco, C.G. JCF Corp., a Delaware corporation, as Borrower, the Lenders who are or may become party thereto and the Administrative Agent and (b) the Collateral Agreement dated as of August 1, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") executed by the Credit Parties in favor of the Administrative Agent, for the ratable benefit of the Secured Parties. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreement or the Collateral Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which Grantor has not filed and had accepted under Applicable Law a "Statement of Use" or "Amendment to Allege Use"), including, without limitation, each Trademark listed on Schedule A;

(ii) each Trademark License, including, without limitation, each Trademark License listed on Schedule B;

(iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or under any Trademark licensed under any Trademark License including, without limitation, any Trademark License listed on Schedule B, (b) injury to the goodwill associated with any Trademark or (c) breach or enforcement of any Trademark License; and

(iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Collateral

Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[Signature page follows]

Agreed and Accepted as of the
1 day of August, 2007.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: Gregory H. Jones
Name: Gregory H. Jones
Title: Director

Schedule A to Trademark Security Agreement

TRADEMARKS

| Mark | Registration Number | Ownership | Filing Date | Registration Date (and renewal date(s), if applicable) | Date of First Use | Country |
|-------------|----------------------------|------------------|--------------------|---|--------------------------|----------------|
| BISYS | 1,647,961 | TM NewCo, Inc. | February 22, 1990 | June 18, 1991 (June 18, 2001) | November 5, 1989 | USA |

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

| License | Date | Description of Product | Name and Address of Licensor and Licensee |
|-----------------------------|----------------|---|---|
| Trademark License Agreement | August 1, 2007 | Use of the BISYS trademark (#1,647,961). This is an internal license. | Licensor: TM NewCo, Inc., 2711 Centerville Road, Suite 400, Wilmington, DE Licensee: BIR JCF, LLC, 717 Fifth Avenue, 26 th Floor, New York, NY 10021 |