TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
BISYS Commercial Insurance Services, Inc.		08/01/2007	CORPORATION: CALIFORNIA

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: 2

Property Type Number		Word Mark	
Serial Number: 77148343		WASTE INSURANCE NETWORK	
Serial Number:	77148386	WIN	

CORRESPONDENCE DATA

(704)353-3698 Fax Number:

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

704 331 5792 Phone:

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 Charlotte, NORTH CAROLINA 28202 Address Line 4:

ATTORNEY DOCKET NUMBER:	13567.165 BISYS COM INS
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.

TRADEMARK

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REEL: 003613 FRAME: 0174

Signature:	/Karl S. Sawyer, Jr./	
Date:	09/01/2007	
Total Attachments: 6 source=BISYSCommercialInsSerInc#page1.tif source=BISYSCommercialInsSerInc#page2.tif source=BISYSCommercialInsSerInc#page3.tif source=BISYSCommercialInsSerInc#page4.tif source=BISYSCommercialInsSerInc#page5.tif source=BISYSCommercialInsSerInc#page6.tif		

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "<u>Agreement</u>") dated as of August 1, 2007 by and between BISYS COMMERCIAL INSURANCE SERVICES, INC., a California corporation (the "<u>Grantor</u>"), having its chief executive office at 50 California Street, Suite 2000, San Francisco, California 94111 and WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, as Administrative Agent (the "<u>Administrative Agent</u>"), 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 <u>Schedule A</u>;
- (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.

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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]

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IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

BISYS COMMERCIAL INSURANCE SERVICES, INC., as Grantor

Name: Brian Wini

Title: President

ACKNOWLEDGMENT

STATE OF New York

I, Sellederhouse, a Notary Public for said County and State, do hereby certify that <u>Brian Vinikoff</u> personally appeared before me this day and stated that (s)he is <u>President</u> of BISYS Commercial Insurance Services, Inc., and acknowledged, on behalf of BISYS Commercial Insurance Services, Inc., the due execution of the foregoing instrument.

Witness my hand and official seal, this Low day of Luguet, 2007.

Auc / Lagerflaure Notary Public

My commission expires:

RUE V. LEDERHADURE Notary Public, State of Naw York No. 01 LE4863675 Qualified in New York County Commission Expires July 31, 2009

[Signature Pages Continue]

[Trademark Security Agreement - C.G. JCF Corp.]

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

WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent

Name: Gregory H. Jones

Title: Director

Schedule A to Trademark Security Agreement

TRADEMARK APPLICATIONS

Mark	Serial	Applicant	Filing Date	Date of First
	Number			Use
Waste Insurance	77148343	BISYS Commercial	April 4, 2007	October 2001
Network		Insurance Services, Inc.		
WIN	77148386	BISYS Commercial	April 4, 2007	October 2001
		Insurance Services, Inc.		

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Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

NONE

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