

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
Total Benefit Communications, Inc.		08/01/2007	CORPORATION: GEORGIA
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:	2233369	TOTAL BENEFIT COMMUNICATIONS	
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 5792k		
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:	13567.171 TOTALBENEFITCOM		
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.		
Signature:	/Karl S. Sawyer, Jr./		

OP \$40.00 2233369

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 TOTAL BENEFIT COMMUNICATIONS, INC., a Georgia corporation (the "Grantor"), having its chief executive office at 1117 Perimeter Center West, Suite W-212, Atlanta, Georgia 30338 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

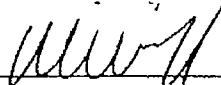
(iv) all products and proceeds of the foregoing.

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]

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

TOTAL BENEFIT COMMUNICATIONS, INC., as
Grantor

By: 
Name: Brian Winikoff
Title: President

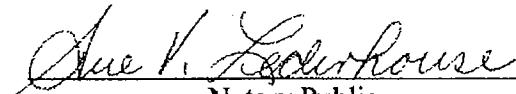
ACKNOWLEDGMENT

STATE OF New York

COUNTY OF New York

I, Sue V. Lederhouse, a Notary Public for said County and State, do hereby certify that Brian Winikoff personally appeared before me this day and stated that (s)he is President of Total Benefit Communications, Inc. and acknowledged, on behalf of Total Benefit Communications, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 1st day of August, 2007.


Notary Public

~~My commission expires:~~

SUE V. LEDERHOUSE
Notary Public, State of New York
No. 01LE4863875
Qualified in New York County
Commission Expires July 31, 2009

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
Total Benefit Communications	2,233,369	Total Benefits Communications, Inc.	May 22, 1997	March 23, 1999	April 11, 1996	USA

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

NONE