

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
BISYS Retirement Solutions, Inc.	FORMERLY Universal Pensions, Inc.	08/01/2007	CORPORATION: MINNESOTA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wachovia Bank, National Association		
<b>Street Address:</b>	201 South College Street		
<b>Internal Address:</b>	8th Floor		
<b>City:</b>	Charlotte		
<b>State/Country:</b>	NORTH CAROLINA		
<b>Postal Code:</b>	28288-0680		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2531406	SIMPLIFIER	
Registration Number:	2830707	RETIREMENT CENTRAL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(704)353-3698		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	704 331 5792		
<b>Email:</b>	dmillard@kennedycovington.com		
<b>Correspondent Name:</b>	Karl S. Sawyer, Jr.		
<b>Address Line 1:</b>	214 N Tryon St., Hearst Tower 47th Floor		
<b>Address Line 2:</b>	Kennedy Covington Lobdell & Hickman, LLP		
<b>Address Line 4:</b>	Charlotte, NORTH CAROLINA 28202		
<b>ATTORNEY DOCKET NUMBER:</b>	13567.166 BISYS		
<b>NAME OF SUBMITTER:</b>	Karl S. Sawyer, Jr.		

OP \$65.00 2531406

Signature:

/Karl S. Sawyer, Jr./

Date:

09/05/2007

**Total Attachments: 6**

source=BISYSRetirementSolutionsInc#page1.tif

source=BISYSRetirementSolutionsInc#page2.tif

source=BISYSRetirementSolutionsInc#page3.tif

source=BISYSRetirementSolutionsInc#page4.tif

source=BISYSRetirementSolutionsInc#page5.tif

source=BISYSRetirementSolutionsInc#page6.tif

## TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of August 1, 2007 by and between BISYS RETIREMENT SOLUTIONS, INC. (formerly known as Universal Pensions, Inc.), a Minnesota corporation (the "Grantor"), having its chief executive office at 14221 Golf Course Dr., Brainerd, Minnesota 56425 and WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, as Administrative Agent (the "Administrative Agent"), with offices at 201 South College Street, 8<sup>th</sup> 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.

BISYS RETIREMENT SOLUTIONS, INC., as  
Grantor

By: *Brian Winikoff*  
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 BISYS Retirement Solutions, Inc. and acknowledged, on behalf of BISYS Retirement Solutions, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 12<sup>th</sup> day of August, 2007.

*Sue V. Lederhouse*  
Notary Public

My commission expires:

**SUE V. LEDERHOUSE**  
Notary Public, State of New York  
No. 01LE4083875  
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

<b>Mark</b>	<b>Registration Number</b>	<b>Ownership</b>	<b>Filing Date</b>	<b>Registration Date (and renewal date(s), if applicable)</b>	<b>Date of First Use</b>	<b>Country</b>
Simplifier	2,531,406	Universal Pensions, Inc.	April 3, 2000	January 22, 2002	January 31, 1983	USA
Retirement Central	2,830,707	Universal Pensions, Inc.	April 6, 2004	October 4, 2000	July 22, 2003	USA

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

NONE