

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Grant of Security Interest in Patents and Trademarks

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Crusader Financial Group, Inc.		09/28/2007	CORPORATION: DELAWARE
Crusader Capital, LLC		09/28/2007	LIMITED LIABILITY COMPANY: NEW YORK

RECEIVING PARTY DATA

Name:	Valens U.S. SPV I, LLC
Street Address:	335 Madison Ave., 10th Floor
Internal Address:	c/o Valens Capital Management, LLC
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 5

Property Type	Number	Word Mark
Registration Number:	2765501	CRUSADER CAPITAL MANAGEMENT
Registration Number:	2717664	WHERE CAPITAL MEETS OPPORTUNITY
Serial Number:	78951226	MANAGING WEALTH, NOT MONEY
Serial Number:	78601458	CRUSADER INVESTMENTS
Serial Number:	78601459	CRUSADER INVESTMENTS

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 8002210770
 Email: matthew.mayer@thomson.com
 Correspondent Name: Corporation Service Company
 Address Line 1: 1133 Avenue of the Americas
 Address Line 2: Suite 3100

CH \$140.00 2765501

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:

CSC # 306982

NAME OF SUBMITTER:

Matthew Mayer

Signature:

/Matthew Mayer/

Date:

11/08/2007

Total Attachments: 6

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**GRANT OF SECURITY INTEREST
IN PATENTS AND TRADEMARKS**

THIS GRANT OF SECURITY INTEREST ("Grant"), effected as of September 28, 2007, is executed by Crusader Financial Group, Inc., a Delaware corporation (the "Parent"), and Crusader Capital, LLC, a New York limited liability company (the "Subsidiary" and together with the Parent, the "Grantor"), in favor of Valens U.S. SPV I, LLC (the "Secured Party"), as administrative and collateral agent for the Purchasers (as defined in the Master Security Agreement, referred to below).

A. Pursuant to the Master Security Agreement dated as of the date hereof (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") among the Grantor, certain other Assignors (as defined in the Security Agreement), and the Secured Party, the terms and provisions of which are hereby incorporated herein as if fully set forth herein, the Grantor and the other Assignors have granted a security interest to the Secured Party, for the ratable benefit of the Creditor Parties (as defined therein), in consideration of the Purchasers' agreement to provide financial accommodations to the Parent.

B. The Grantor (1) has adopted, used and is using the trademarks reflected in the trademark registrations and trademark applications in the United States Patent and Trademark Office more particularly described on Schedule 1 annexed hereto as part hereof (the "Trademarks") and (2) has registered or applied for registration in the United States Patent and Trademark Office of the patents more particularly described on Schedule 2 annexed hereto as part hereof (the "Patents").

C. The Grantor wishes to confirm its grant to the Secured Party, for the ratable benefit of the Creditor Parties, of a security interest in all right, title and interest of the Grantor in and to the Trademarks and Patents, and all proceeds thereof, together with the business as well as the goodwill of the business symbolized by, or related or pertaining to, the Trademarks, and the customer lists and records related to the Trademarks and Patents and all causes of action which may exist by reason of infringement of any of the Trademarks and Patents (collectively, the "T&P Collateral"), to secure the payment, performance and observance of the Obligations (as that term is defined in the Security Agreement).

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged:

1. The Grantor does hereby further grant to the Secured Party, for the ratable benefit of the Creditor Parties, a security interest in the T&P Collateral to secure the full and prompt payment, performance and observance of the Obligations.

2. The Grantor agrees to perform, so long as the Security Agreement is in effect, all acts deemed necessary or desirable by the Secured Party to permit and assist it, at the Grantor's expense, in obtaining and enforcing the Trademarks and Patents in any and all countries. Such acts may include, but are not limited to, execution of documents and assistance or cooperation in

legal proceedings. The Grantor hereby appoints the Secured Party as the Grantor's attorney-in-fact to execute and file any and all agreements, instruments, documents and papers as the Secured Party may determine to be necessary or desirable to evidence the Purchasers' security interest in the Trademarks and Patents or any other element of the T&P Collateral, all acts of such attorney-in-fact being hereby ratified and confirmed.


3. The Grantor acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the T&P Collateral granted hereby are more fully set forth in the Security Agreement and the rights and remedies set forth herein are without prejudice to, and are in addition to, those set forth in the Security Agreement. In the event that any provisions of this Grant are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

4. The Grantor hereby authorizes the Secured Party to file all such financing statements or other instruments to the extent required by the Uniform Commercial Code and agrees to execute all such other documents, agreements and instruments as may be required or deemed necessary by the Secured Party, in each case for purposes of affecting or continuing Secured Party's security interest in the T&P Collateral.

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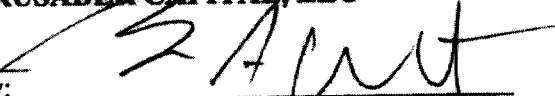
IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed as of the day and year first above written.

CRUSADER FINANCIAL GROUP, INC.

By: 

Name: Blair A. West
Title: Chief Executive Officer

CRUSADER CAPITAL, LLC

By: 

Name: Blair A. West
Title: Chief Executive Officer

[ADDITIONAL SIGNATURES APPEAR ON FOLLOWING PAGE]

SIGNATURE PAGE TO
GRANT OF SECURITY INTEREST

TRADEMARK
REEL: 003657 FRAME: 0362

VALENS U.S. SPV I, LLC

By: Valens Capital Management, LLC, its
investment manager




By: 
Name: Patrick Regan
Title: Senior Managing Director

**SIGNATURE PAGE TO
GRANT OF SECURITY INTEREST**

**CRUSADER FINANCIAL GROUP, INC.
AND CERTAIN OF ITS SUBSIDIARIES
SCHEDULES**

IP GRANT

Schedule 1 – Trademarks - adopted, used and is using the trademarks reflected in the trademark registrations and trademark applications in the United States Patent and Trademark Office

	MARK	REGISTRATION NO.	SERIAL NO.	REG/FILING DATE	EXP DATE	OWNER
1.	Crusader Capital Management ⁽¹⁾	FL: T05000001256 US: 2,765,501	76-434-366	FL: 9-22-2005 US: 9-16-2003	FL: 9-22-2015 US: 9-16-2014	Crusader Investments ⁽²⁾
2.	"Where Capital Meets Opportunity"	2717664	75613641	5/20/2003	-	Crusader Investments ⁽²⁾
3.	"Managing Wealth, Not Money"	PENDING	78951226	8/14/2006	-	Crusader Capital
4.	Crusader Investments	PENDING	78601458	4/4/2005	-	Crusader Investments ⁽²⁾
5.	CRUSADER INVESTMENTS 	PENDING	78601459	4/4/2005	-	Crusader Investments ⁽²⁾
6.	CFG 	TO BE FILED	TBA	TBA	-	CFG
7.	CFG	TO BE FILED	TBA	TBA	-	CFG
8.	CRUSADER FINANCIAL GROUP 	TO BE FILED	TBA	TBA	-	CFG
9.	Crusader Financial Group	TO BE FILED	TBA	TBA	-	CFG
NOTES:						
<p>(1) Acquired through a settlement, assignment & transfer agreement effective Jan 1, 2006. As part of the agreement, Crusader agreed not to record any assignment with the Florida department of State until 18 months from the execution date and to allow the Seller to use for the same 18 month period.</p> <p>(2) Assignments have been executed for the marks above whose owner is Crusader Investments for filing with the Patent and Trademark Office to transfer ownership to Crusader Financial Group, Inc.</p>						

**CRUSADER FINANCIAL GROUP, INC.
AND CERTAIN OF ITS SUBSIDIARIES
SCHEDULES**

IP GRANT

Schedule 2 – Patents - has registered or applied for registration in the United States Patent and Trademark Office of the patents

None.