

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Integrated Finance Limited		10/19/2007	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	LaSalle Bank National Association		
Street Address:	135 South LaSalle Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	INC. ASSOCIATION: UNITED STATES		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	78717485	SMART INCOME	
Registration Number:	3115168	SMART NEST	
Registration Number:	3231357	SMART SAVINGS AN IFL SERVICE	
CORRESPONDENCE DATA			
Fax Number:	(212)545-3490		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-592-1460		
Email:	bjackson@herrick.com		
Correspondent Name:	Benedict Jackson c/o Herrick Feinstein		
Address Line 1:	2 Park Avenue		
Address Line 4:	New York, NEW YORK 10016		
ATTORNEY DOCKET NUMBER:	13162-0001		
NAME OF SUBMITTER:	Benedict Jackson		
Signature:	/benedict jackson/		

OP \$90.00 78717485

Date:

01/10/2008

Total Attachments: 7

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Trademark Security Agreement

Trademark Security Agreement, dated as of October 19, 2007 by INTEGRATED FINANCE LIMITED a Delaware corporation (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION (the "Secured Party").

WITNESSETH:

WHEREAS, the Grantor is a party to an Amended and Restated Guaranty and Collateral Agreement of even date herewith (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") made by the Grantors (including the Grantor) party thereto from time to time, in favor of the Secured Party.

NOW, THEREFORE, in consideration of the premises and to induce the Secured Party to enter into the Credit Agreement (as defined in the Security Agreement), the Grantor hereby agrees with the Secured Party as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. The Grantor hereby grants to the Secured Party a lien on and security interest in and to all of the Grantor's right, title and interest in, to and under all the following property, in each case wherever located and whether now owned or existing or hereafter owned, arising or acquired from time to time (collectively, the "Trademark Collateral"):

- (a) all Trademarks listed on Schedule I attached hereto;
- (b) all goodwill associated with the use of such Trademarks; and
- (c) all proceeds of any and all of the foregoing.

Notwithstanding any provision of this Trademark Security Agreement to the contrary, the grant of security interest hereunder does not include any application for a Trademark that would be deemed invalidated, canceled or abandoned due to the grant and /or enforcement of such security interest, including, without limitation, all U.S. Trademark applications that are based on an intent-to-use, unless and until such time that the grant and/or enforcement of the security interest will not affect the status or validity of such Trademark application.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

SECTION 4. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

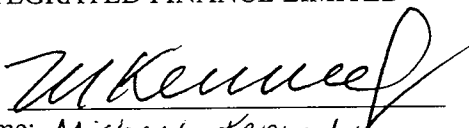
SECTION 5. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[signature page follows]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

GRANTOR:

INTEGRATED FINANCE LIMITED

By: 
Name: Michael Kennedy
Title: Senior Vice President

Accepted and Agreed:

LASALLE BANK NATIONAL ASSOCIATION,
as Secured Party

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized offer as of the date first set forth above.

GRANTOR:

INTEGRATED FINANCE LIMITED

By: _____
Name:
Title:

Accepted and Agreed:

LASALLE BANK NATIONAL ASSOCIATION,
as Secured Party

By: 
Name: Andre Nel
Title: Managing Director

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

See Attached

**Schedule I
U.S. Trademarks**

REGISTRATIONS

MARK	OWNER	COUNTRY	APPLICATION/ REGISTRATION No.	CLASS/GOODS/SERVICES	CURRENT STATUS
SMARTNEST	Integrated Finance Limited	US	Registration No. 3115168	Class 36.: Insurance and financial services, namely, retirement and post-retirement planning; broker-dealer services namely investment advice, retirement investment management; trust services; long term healthcare insurance; home equity conversion plans; and providing information in the field of insurance and financial services via a global computer network.	First Use: 9/9/04. First Use in Commerce: 9/9/04

APPLICATIONS

MARK/PATENT	OWNER	COUNTRY	APPLICATION / REGISTRATION NO.	CLASS/GOODS/SERVICES	CURRENT STATUS
SmartIncome	Integrated Finance Limited	US	78/717485	Class 36: Providing long term healthcare insurance; insurance and financial services, namely, retirement and post-retirement planning; insurance agency and brokerage services, namely, investment advice, retirement investment management; trust services, namely, investment and trust company services; home equity loans; and providing information in the field of insurance and financial services via a global computer network	Filed 9/21/05 Published for opposition: 8/28/07
SmartSavings, An IFL Service	Integrated Finance Limited	US	3231357	Class 36: Insurance and financial services, namely investment management; retirement and post-retirement planning; broker-dealer services namely investment advice, retirement investment management; trust services; long term healthcare insurance; home equity conversion plans; and providing information in the field of insurance and financial services via a global computer network. FIRST USE: 20040909. FIRST USE IN COMMERCE: 20040909	Filed 11/01/06