

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
GLG Partners Services Limited		11/02/2007	CORPORATION: CAYMAN ISLANDS
<b>RECEIVING PARTY DATA</b>			
Name:	Citicorp USA, Inc.		
Street Address:	2 Penns Way		
Internal Address:	Suite 200		
City:	New Castle		
State/Country:	DELAWARE		
Postal Code:	19720		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
Property Type	Number	Word Mark	
Registration Number:	3112508	GLG PARTNERS	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(646)710-1060		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	1 212 408 5433		
Email:	bbarrera@chadbourne.com		
Correspondent Name:	Dennis Hopkins		
Address Line 1:	30 Rockefeller Plaza		
Address Line 2:	I.P. Department		
Address Line 4:	New York, NEW YORK 10112		
ATTORNEY DOCKET NUMBER:	15025-024		
NAME OF SUBMITTER:	Brigitte Barrera		
Signature:	/Brigitte Barrera/		

CH \$40.00 3112508

Date:

01/29/2008

**Total Attachments: 7**

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GRANT OF  
CHARGE AND SECURITY INTEREST IN TRADEMARK RIGHTS

This GRANT OF CHARGE AND SECURITY INTEREST IN TRADEMARK RIGHTS (this "Agreement"), effective as of November 2, 2007 is made by GLG PARTNERS SERVICES LIMITED, an exempted company incorporated with limited liability in the Cayman Islands, located at The Waterfront Centre, North Church Street, PO Box 2427, George Town, Grand Cayman (the "Chargor"), in favor of CITICORP USA, INC., a Delaware corporation located at Two Penns Way, Suite 200, New Castle, DE 19720, as agent for the Secured Parties under the Collateral Documents (the "Chargee") pursuant to a Credit Agreement, dated as of October 30, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among FA SUB 3 LIMITED, a British Virgin Islands Business Company, as the Borrower (the "Borrower"), FA SUB 2 LIMITED, a British Virgin Islands Business Company, FA SUB 1 LIMITED, a British Virgin Islands Business Company, FREEDOM ACQUISITION HOLDINGS, INC. (now known as GLG Partners, Inc.), a Delaware corporation, the Lenders and CITICORP USA, INC., as agent for the Lenders and as agent for the Secured Parties under the Collateral Documents (in such capacities, "Administrative Agent"), the Lenders having agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein.

WITNESSETH:

WHEREAS, pursuant to the Guaranty, the Chargor has guaranteed the Secured Obligations of the Borrower; and

WHEREAS, pursuant to the Charge And Security Agreement dated as of November 2, 2007 between the Chargor and the Chargee (the "Charge and Security Agreement"), the Chargor has granted to the Chargee a charge and security interest in certain intellectual property of the Chargor, including registered trademarks of the Chargor to secure the Secured Obligations of the Chargor; and

WHEREAS, the parties have duly authorized the execution and recording of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the Secured Obligations of the Chargor, the Chargor agrees, for the benefit of the Chargee, as follows:

Section 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement or in the Charge And Security Agreement.

Section 2. Grant of Security Interest. The Chargor, as collateral security for the full, prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Chargor, hereby mortgages, pledges and hypothecates to the Chargee for the benefit of the Secured Parties, and grants to the Chargee for the benefit of the Secured Parties, a lien on and security interest in, all of the Chargor's right, title and interest in, to and under the Chargor's Trademarks (as such term is defined in the U.S. Pledge and Security Agreement dated as of November 2, 2007 among Freedom Acquisition Holdings, Inc. (now known as GLG Partners, Inc.), the other Grantors party thereto, and the Administrative Agent), including, without limitation, the items listed on Schedule A hereto (collectively, the "Trademarks").

Section 3. Purpose. This Agreement has been executed and delivered by the Chargor for the purpose of recording the grant of charge and security interest herein with the appropriate government agency in each jurisdiction where the Trademarks are registered. The charge and security interest granted pursuant to Section 2 hereof has been granted, and the agreement to collaterally assign, transfer and convey under Section 2 hereof has been entered into, in each case, in connection with the Charge And Security Agreement, and such grant and agreement to collaterally assign, transfer and convey are expressly subject to the terms and conditions of the Charge And Security Agreement. The Charge And Security Agreement (and all rights and remedies thereunder) shall remain in full force and effect in accordance with its terms.

Section 4. Acknowledgment. The Chargor does hereby further acknowledge and affirm that the rights and remedies of the Administrative Agent and the other Secured Parties with respect to the charge and security interest in the collateral granted hereby are more fully set forth in the Credit Agreement and the Charge And Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein. In the event of any conflict between the terms of this Agreement and the terms of the Charge And Security Agreement, the terms of the Charge And Security Agreement shall govern.

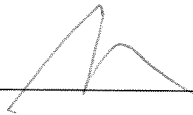
Section 5. Counterparts. To the extent permissible by each jurisdiction in which this Agreement is to be recorded, this Agreement may be executed by one or more of the parties to the Charge And Security Agreement in any number of separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple counterparts and attached to a single counterpart so that all signature pages are attached to the same document. Delivery of an executed counterpart by telecopy or email shall be effective as delivery of a manually executed counterpart.

Section 6. Termination. The Chargee shall promptly cause to be released the charge and security interest in the Trademarks granted pursuant to this Agreement to the extent set forth in Section 25 of the Charge And Security Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

GLG PARTNERS SERVICES LIMITED,  
as Chargor

By: \_\_\_\_\_



Typed Name: Leslie J. Schreyer

Title: Director

Date: January 9, 2008

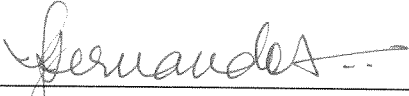
ACKNOWLEDGMENT OF CHARGOR

STATE OF NEW YORK )

) ss

COUNTY OF NEW YORK )

On the 9 day of January, 2008 before me personally came Leslie J. Schreyer, who is personally known to me to be a director of GLG Partners Services Limited, an exempted company incorporated with limited liability in the Cayman Islands; who, being duly sworn, did depose and say that he is an authorized signatory in such company, the company described in and which executed the foregoing instrument; that he executed and delivered said instrument pursuant to authority given by the Board of Directors of such company; and that he acknowledged said instrument to be the free act and deed of said company.

  
\_\_\_\_\_  
Notary Public

**JACINTA A. FERNANDES**  
Notary Public, State of New York  
No. 01FE4882640  
Qualified in New York County  
Commission Expires February 12, 2011

(PLACE STAMP AND SEAL ABOVE)

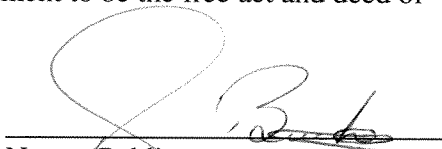
CITICORP USA, INC.,  
as Chargee

By: *Maurson P. Maroney*  
Typed Name:  
Title: **Maurson P. Maroney**  
**Authorized Signatory**  
Date: **January 28, 2008**

ACKNOWLEDGMENT OF CHARGE, AS ADMINISTRATIVE AGENT

STATE OF *New York*  
COUNTY OF *New York* ) SS

On the *28<sup>TH</sup>* day of *Jan*, 2008, before me personally came Maureen P. Maroney, who is personally known to me to be a Director of Citicorp USA, Inc., a Delaware corporation; who, being duly sworn, did depose and say that she is an authorized signatory in such corporation, the corporation described in and which executed the foregoing instrument; that he/she executed and delivered said instrument pursuant to authority given by the Board of Directors of such corporation; and that he/she acknowledged said instrument to be the free act and deed of said corporation.

  
Notary Public **MONA BURKE**  
Notary Public, State of New York  
No. 31-5074639  
Qualified in New York County  
Commission Expires March 17, 2011

(PLACE STAMP AND SEAL ABOVE)



SCHEDULE A

TRADEMARKS

TRADEMARK	COUNTRY	REGISTRATION NO.
"GLG Partners"	Japan	4675833
"GLG Partners"	Cayman Islands	2247460
"GLG Partners"	United Kingdom	2247460
"GLG"	Switzerland	487553
"GLG"	European Community	334,292
"GLG Partners"	United States	3,112,508