

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Trinum Group, Inc.		02/29/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

<b>Name:</b>	LaSalle Bank National Association
<b>Street Address:</b>	135 South LaSalle Street
<b>City:</b>	Chicago
<b>State/Country:</b>	ILLINOIS
<b>Postal Code:</b>	60603
<b>Entity Type:</b>	National Banking Association:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	78113573	MARAKON
Serial Number:	77089300	TRINSUM
Serial Number:	78478342	SMART NEST
Serial Number:	78674731	SMART SAVINGS AN IFL SERVICE
Serial Number:	78478356	SMARTNEST
Serial Number:	78717485	SMART INCOME
Serial Number:	77296073	RISK BALANCE SHEET A TRINSUM GROUP SERVICE
Serial Number:	77296061	RISK BALANCE SHEET AN IFL SERVICE
Serial Number:	77300975	SMARTINCOME
Serial Number:	77355546	TRINSUM

CORRESPONDENCE DATA

Fax Number: (212)969-2900  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (212) 969-3000

CH \$265.00 78113573

Email: trademark@proskauer.com  
Correspondent Name: Jenifer deWolf Paine  
Address Line 1: Proskauer Rose LLP  
Address Line 2: 1585 Broadway  
Address Line 4: New York, NEW YORK 10036-8299

ATTORNEY DOCKET NUMBER:	14132-035
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NAME OF SUBMITTER:	Jenifer deWolf Paine
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Signature:	/Jenifer deWolf Paine/
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Date:	04/29/2008
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**Total Attachments: 5**  
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## Trademark Security Agreement

**Trademark Security Agreement**, dated as of February 29, 2008 by TRINSUM GROUP, INC., a Delaware corporation (the "Grantor"), in favor of LASALLE BANK NATIONAL ASSOCIATION (the "Secured Party").

### W I T N E S S E T H:

WHEREAS, the Grantor is a party to an Amended and Restated Guaranty and Collateral Agreement, dated October 19, 2007 (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 acknowledge and reaffirm the Collateral (as defined in the Security Agreement) that has been granted by the Grantor to the Secured Party, 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.

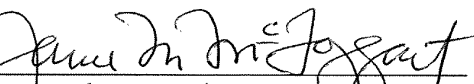
SECTION 5. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[signature page follows]

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


GRANTOR:

TRINSUM GROUP, INC.

By:   
Name: James M. McTaggart  
Title: Chief Executive Officer

Accepted and Agreed:

LASALLE BANK NATIONAL ASSOCIATION,  
as Secured Party

By:   
Name: Andrew J. Maidenau  
Title: SVP

**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
MARAKON	Trinum Group, Inc.	US	Registration No. 2,695,832	Class 16  Class 35	Registered 3/11/03  First Use: 1978
TRINSUM	Trinum Group, Inc.	US	77/089300	35, 36	
SMART NEST & Design	Trinum Group, Inc.	US	78/478342 3,115,168	36	
SMART SAVINGS & Design	Trinum Group, Inc.	US	78/674731 3,231,357	36	
SMARTNEST	Trinum Group, Inc.	US	78/478356 3,330,681	36	
SMART INCOME & Design	Trinum Group, Inc.	US	78/717485	36	
RISK BALANCE SHEET A TRINSUM GROUP SERVICE	Trinum Group, Inc.	US	77/296073	35	
RISK BALANCE SHEET AN IFL SERVICE	Trinum Group, Inc.	US	77/296061	35	
SMARTINCOME	Trinum Group, Inc.	US	77/300975	36	
TRINSUM & Design	Trinum Group, Inc.	US	77/355546	35, 36	