

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
LaSalle Bank National Association		08/01/2008	National Bank: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Trin Funding, LLC		
<b>Street Address:</b>	c/o Trinsum Group, Inc. 245 Park Avenue		
<b>City:</b>	New York		
<b>State/Country:</b>	NEW YORK		
<b>Postal Code:</b>	10167		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3115168	SMART NEST	
Serial Number:	78717485	SMART INCOME	
Registration Number:	3231357	SMART SAVINGS AN IFL SERVICE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(201)947-2663		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2019477500		
<b>Email:</b>	jdeluca@ohdlaw.com		
<b>Correspondent Name:</b>	James J. DeLuca		
<b>Address Line 1:</b>	One Parker Plaza -12th Floor		
<b>Address Line 4:</b>	Fort Lee, NEW JERSEY 07024		
<b>NAME OF SUBMITTER:</b>	James J DeLuca		
<b>Signature:</b>	/James J DeLuca/		

OP \$90.00 3115168

Date:

10/14/2008

**Total Attachments: 10**

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## ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT


THIS ASSIGNMENT AND ASSUMPTION OF TRADEMARK SECURITY AGREEMENT, ("Assignment") is entered into August 1, 2008, between LaSalle Bank National Association, a national banking association with an address of 777 Main Street, Hartford, CT 06115 ("Assignor"), and Trin Funding, LLC, a Delaware LLC with an address of c/o 245 Park Avenue, New York, NY 10167 ("Assignee").

1. Trademark Security Agreement. "Trademark Security Agreement" means the Trademark Security Agreement entered into as of October 19, 2007 between Assignor and Integrated Finance Limited, a Delaware Corporation with an address of 245 Park Avenue, 44<sup>th</sup> Floor, New York, NY 10167 ("IFL").
2. Assignment. For good and valuable consideration received by Assignor, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby grants, transfers and assigns to Assignee the entire right, title, and interest of Assignor in and to the Trademark Security Agreement, together with all moneys now owing or that may hereafter become due or owing in pursuant thereto, and the full benefit of all the powers and of all the covenants and provisos contained therein.
3. Assumption. Assignee hereby assumes the covenants, agreements, and obligations of Assignor under the Trademark Security Agreement that are required to be performed on or after the date of this Assignment.
4. Power and Authority. Assignor and Assignee each represents and warrants to the other that it is fully empowered and authorized to execute and deliver this Assignment, and the individual signing this Assignment on behalf of such party is fully empowered and authorized to do so.
5. Counterpart Execution. This Assignment may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, but all of which taken together shall constitute but one and the same instrument.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Assignor and Assignee have executed and delivered this Assignment the day and year first above written.

LASALLE BANK NATIONAL ASSOCIATION

**COPY**  
  
Name: Andrew J. Maitman  
Title: Authorized Signer

TRIN FUNDING, LLC

**COPY**

By:  
Name:  
Title:

*Thomas L. Jones*  
*Thomas L. Jones*  
*Manager*

## 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.

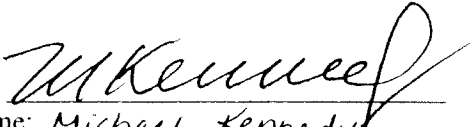
SECTION 5. GOVERNING LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

[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:

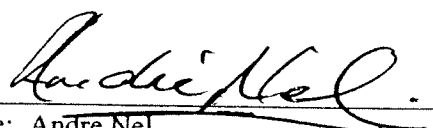
INTEGRATED FINANCE LIMITED

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