

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|------------------------------|--------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | Security Agreement |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|-------------------|----------|----------------|-----------------------|
| Crump Group, Inc. | | 01/29/2009 | CORPORATION: DELAWARE |

RECEIVING PARTY DATA

| | |
|------------------------|---|
| Name: | Wachovia Bank, National Association |
| Street Address: | 1525 West W.T. Harris Blvd. |
| City: | Charlotte |
| State/Country: | NORTH CAROLINA |
| Postal Code: | 28262 |
| Entity Type: | a national banking association: UNITED STATES |

PROPERTY NUMBERS Total: 14

| Property Type | Number | Word Mark |
|----------------------|----------|---|
| Registration Number: | 3530092 | CRUMP |
| Registration Number: | 3530116 | CRUMP |
| Registration Number: | 3536225 | CRUMP |
| Registration Number: | 3515205 | BROKER ADVANTAGE SECURITIES BROKER/DEALER E & O |
| Serial Number: | 77297707 | ASCENSUS |
| Serial Number: | 77340320 | ASCENSUS |
| Serial Number: | 77316748 | CRUMP |
| Serial Number: | 77316730 | PEOPLE MATTER. QUALITY FIRST. INTEGRITY ALWAYS. |
| Serial Number: | 77323897 | CRUMP |
| Serial Number: | 77323864 | CRUMP |
| Serial Number: | 77332722 | AGENCYWORKS |
| Serial Number: | 77348776 | LIFESOURCE |
| Serial Number: | 77448434 | PRO OFFER |
| Serial Number: | 77458494 | TRI-CITY BROKERAGE |

CH \$365.00 3530092

CORRESPONDENCE DATA

Fax Number: (704)350-7800
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 704-350-7728
Email: bsmith@winston.com
Correspondent Name: Abigail L. DeBlasis
Address Line 1: Winston & Strawn LLP, 214 N. Tryon St.
Address Line 2: 22nd Floor
Address Line 4: Charlotte, NORTH CAROLINA 28202

| | |
|-------------------------|-----------------------|
| ATTORNEY DOCKET NUMBER: | 80393.07002 |
| NAME OF SUBMITTER: | Abigail L. DeBlasis |
| Signature: | /Abigail L. DeBlasis/ |
| Date: | 02/06/2009 |

Total Attachments: 7
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TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of January 29, 2009 by and between CRUMP GROUP, INC., a Delaware corporation (the "Grantor"), having its chief executive office at 105 Eisenhower Parkway, Roseland, NJ 07068 and WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, as Administrative Agent (the "Administrative Agent"), with offices at 1525 West W.T. Harris Blvd., Charlotte, North Carolina 28262, for the ratable benefit of the Secured Parties.

This Agreement is executed pursuant to the terms of (a) the Credit Agreement dated as of August 1, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among C.G. JCF, LLC, a Delaware limited liability company, as Intermediate Holdco, C.G. JCF Corp., a Delaware corporation, as Borrower, the Lenders who are or may become party thereto and the Administrative Agent and (b) the Collateral Agreement dated as of August 1, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") executed by the Credit Parties in favor of the Administrative Agent, for the ratable benefit of the Secured Parties. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreement or the Collateral Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which Grantor has not filed and had accepted under Applicable Law a "Statement of Use" or "Amendment to Allege Use"), including, without limitation, each Trademark listed on Schedule A;

(ii) each Trademark License, including, without limitation, each Trademark License listed on Schedule B;

(iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or under any Trademark licensed under any Trademark License including, without limitation, any Trademark License listed on Schedule B, (b) injury to the goodwill associated with any Trademark or (c) breach or enforcement of any Trademark License; and

(iv) all products and proceeds of the foregoing.

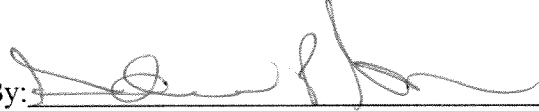
The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Collateral

Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

CRUMP GROUP, INC., as Grantor

By: 

Name: Andrew P. Forstenzer
Title: Executive Vice President

ACKNOWLEDGMENT

STATE OF NEW YORK

COUNTY OF NEW YORK

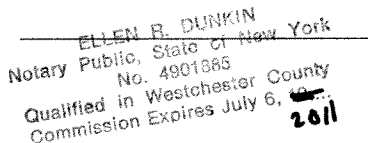
I, Ellen R. Dunkin, a Notary Public for said County and State, do hereby certify that Andrew P. Forstenzer personally appeared before me this day and stated that he is Executive Vice President of Crump Group, Inc. and acknowledged, on behalf of Crump Group, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 28th day of January, 2009.



Notary Public

My commission expires:


ELLEN R. DUNKIN
Notary Public, State of New York
No. 4901865
Qualified in Westchester County
Commission Expires July 6, 2011

Agreed and Accepted as of the 29 day of
January, 2009.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: K. Hanke
Name: Karen Hanke
Title: Director

Schedule A to Trademark Security Agreement

TRADEMARKS AND TRADEMARK APPLICATIONS

Trademarks

| Mark | Registration Number | Filing Date | Registration Date (and renewal date(s), if applicable) | Date of First Use |
|--|----------------------------|--------------------|---|--------------------------|
| Crump | 3,530,092 | 10/30/07 | 11/11/08 | 11/05/64 |
| Crump & Design (Class 36)* | 3,530,116 | 11/07/07 | 11/11/08 | 04/17/01 |
| Crump & Design (Blue & White) (Class 36) | 3,536,225 | 11/07/07 | 11/25/08 | April 8, 2002 |
| Crump Broker Advantage & Design | 3,515,205 | 11/07/07 | 10/14/08 | Intent to Use |

Trademark Applications:

| Mark | Serial Number | Filing Date | Date of First Use |
|---|----------------------|--------------------|--------------------------|
| Ascensus | 77/297707 | October 5, 2007 | October 29, 2007 |
| Ascensus & design | 77/340,320 | November 29, 2007 | Intent to use |
| Crump (Class 42) | 77/316748 | October 30, 2007 | Intent to use |
| PEOPLE MATTER. QUALITY FIRST. INTEGRITY ALWAYS. | 77/316730 | October 30, 2007 | Intent to use |
| Crump & Design (Class 42) | 77/323897 | November 7, 2007 | Intent to use |
| Crump & Design (Blue & White) (Class 42) | 77/323864 | November 7, 2007 | Intent to use |
| AgencyWorks | 77/332,722 | November 19, 2007 | June 1999 |
| LifeSource | 77/348,776 | December 11, 2007 | November 11, 2003 |

| | | | |
|--------------------|-----------|----------------|--------------------|
| Pro Offer | 77/448434 | April 15, 2008 | Intent to use |
| Tri-City Brokerage | 77/458494 | April 25, 2008 | January 1, 1986 |

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

NONE