

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		RELEASE BY SECURED PARTY	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
TD Bank	FORMERLY Commerce Bank, N.A.	02/27/2009	National Association:
RECEIVING PARTY DATA			
Name:	Cohen Brothers, LLC		
Street Address:	405 Silverside Road		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19809		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	3206925	EMPORIA	
CORRESPONDENCE DATA			
Fax Number:	(212)878-8375		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-878-8000		
Email:	trademark.group@cliffordchance.com		
Correspondent Name:	Steven T. Shelton		
Address Line 1:	31 West 52nd Street		
Address Line 2:	Clifford Chance US LLP		
Address Line 4:	New York, NEW YORK 10019-6131		
ATTORNEY DOCKET NUMBER:	80-40400014		
NAME OF SUBMITTER:	Steven T. Shelton		
Signature:	/Steven T. Shelton/		

CH \$40.00 3206925

Date:

08/03/2009

Total Attachments: 6

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CORPORATION SERVICE COMPANY

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UCF-12180402-001-9

CSC- New York
Suite 3100
1133 Avenue of the Americas
New York, NY 10036
212-299-5600
212-299-5656 (Fax)

Matter# 80-40286583

Project Id :

Additional Reference : NOT PROVIDED

Order# 908739-1

Order Date 02/27/2009

Entity Name : EMPORIA CAPITAL MANAGEMENT, LLC (Debtor)/ TD BANK
(FORMERLY KNOWN AS COMMERCE BANK, N.A.), AS AGENT
(Secured Party)

Jurisdiction : DE-SECRETARY OF STATE

Request for : UCC Filing
File Watch Order : Yes
File Type : AMENDMENT FILING

Original File Number : 6247998
Original File date : 07/19/2006

Result : Filed

File Number : 20090665841
Filing Date : 02/27/2009

Ordered by JILL RUDERFER, LEGAL ASSISTANT at CLIFFORD CHANCE US LLP

Thank you for using CSC. For real-time 24 hour access to the status of any order placed with CSC, access our website at www.cscglobal.com.

If you have any questions concerning this order or CSCGlobal, please feel free to contact us.

Catherine Leach
cleach@cscinfo.com

The responsibility for verification of the files and determination of the information therein lies with the filing officer; we accept no liability for errors or omissions.

TRADEMARK
REEL: 004035 FRAME: 0961

UCC FINANCING STATEMENT AMENDMENT


FOLLOW INSTRUCTIONS (front and back) CAREFULLY

DELAWARE DEPARTMENT OF STATE
 U.C.C. FILING SECTION
 FILED 06:51 PM 02/27/2009
 INITIAL FILING # 6249799 8
 AMENDMENT # 2009 0665841
 SRV: 090222087

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Corporation Service Company
 2711 Centerville Road, Suite 400
 Wilmington, DE 19808



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THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
 62497998 Date: 07/19/2006

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 8.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address; Please refer to the detailed instructions in regards to changing the name/address of a party.

DELETE name: Give record name to be deleted in item 6a or 6b.

ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
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7d. SEE INSTRUCTIONS	ADDL INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				<input type="checkbox"/> NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

The collateral identified on Schedule A attached hereto and made a part hereof is deleted from the collateral covered by the original financing statement, file number and date as referenced above.

Debtor: Emporia Capital Management, LLC

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
 TD Bank (formerly known as Commerce Bank, N.A.), as Agent

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
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10. OPTIONAL FILER REFERENCE DATA

DE-Secretary Of State

908739-001

FILING OFFICE COPY -- UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

Corporation Service Company
 2711 Centerville Rd. Ste. 400
 Wilmington, DE 19808

Schedule A

Debtor: Emporia Capital Management, LLC
 28th Floor, 1818 Market Street
 Philadelphia, PA 19103
 USA

Secured Party: TD Bank (f/k/a Commerce Bank, N.A.), as Agent
 1701 Route 70 East
 Cherry Hill, NJ 08034
 USA

Each of the Collateral Management Agreements set forth below, together with the Acquired Assets, and all cash and non-cash proceeds thereof and proceeds of such proceeds (collectively, the "Collateral"), are released from the Secured Party's lien upon such Collateral, and such Collateral is hereby deleted from the collateral description covered by the original financing statement:

COLLATERAL MANAGEMENT AGREEMENTS

Issuer	Collateral Manager	Agreement Date
Emporia Preferred Funding I, Ltd.	Emporia Capital Management, LLC	Collateral Management Agreement, dated as of October 12, 2005 between the Issuer and the Collateral Manager
Emporia Preferred Funding II, Ltd.	Emporia Capital Management, LLC	Collateral Management Agreement, dated as of June 21, 2006 between the Issuer and the Collateral Manager
Emporia Preferred Funding III, Ltd.	Emporia Capital Management, LLC	Collateral Management Agreement, dated as of March 15, 2007 between the Issuer and the Collateral Manager

For the purposes of this **Schedule A**, the following capitalized terms shall have the meanings set forth below:

"Acquired Assets" includes all assets owned and used by the Debtor in connection with the Business, including the following, but excluding the Excluded Assets:

1. All accounts receivable, including all fees receivable by the Funds under the Collateral Management Agreements without regard to the instruction of the Debtor to the respective trustees of the Funds regarding payment of fees to Commerce Bank;
2. all contracts (a) under which the Debtor has or may acquire any rights or benefits; (b) under which the Debtor has or may become subject to any obligation or liability; or (c) by which the Debtor or any of the assets owned or used by the Debtor is or may become bound, including but not limited to

- (i) the Collateral Management Agreements, (ii) all other CDO Documents (as defined in the Asset Purchase Agreement) to which the Debtor is or may become bound, (iii) all Material Contracts (as defined in the Asset Purchase Agreement), (iv) all outstanding offers or solicitations made by or to the Debtor to enter into any Material Contract, and (v) that certain Software License and Services Agreement between J.P. Morgan FCS Corporation and the Debtor, dated April 6, 2005; provided, however, that in the event a consent to assignment of any such contract is required but not obtained, such contract will not constitute an Acquired Asset unless and until such consent is obtained and such contract properly assigned to the Purchaser (or its designated affiliate);
3. all Permits held by the Debtor, and all pending applications therefor or renewals thereof, in each case to the extent transferable to the Purchaser (or its designated affiliate);
 4. all books and records of the Debtor related to the operations of the Debtor or the Business, including but not limited to all original (or, where the Parent or the Debtor is required by applicable law to retain such originals, then true and complete copies) books and records, financial statements, offering memoranda, compliance certificates, credit write-ups and files, credit updates, databases, Client (as defined in the Asset Purchase Agreement) lists, referral sources, research and development reports, creative materials, advertising materials, promotional materials, studies, reports, correspondence, and all other similar documents otherwise reasonably necessary for Purchaser to act as collateral manager to the Funds from and after the Closing (as defined in the Asset Purchase Agreement), including without limitation, copies of relevant electronic files, e-mail and other material stored on any of the Parent's or the Debtor's computer systems;
 5. all of the intangible rights and property of the Debtor, including going concern value, goodwill, telephone, telecopy and e-mail addresses and listings, the "Emporia" trademarks, and all other Business Intellectual Property (as defined in the Asset Purchase Agreement);
 6. all insurance benefits, including rights and proceeds, arising from or relating to the Acquired Assets or the Assumed Liabilities;
 7. all claims of the Debtor against third parties relating to the Acquired Assets, whether choate or inchoate, known or unknown, contingent or noncontingent; and
 8. all rights of the Debtor relating to deposits and prepaid expenses, claims for refunds and rights to offset in respect thereof.

"Asset Purchase Agreement" means that certain Asset Purchase Agreement, dated as of December 23, 2008, by and among the Purchaser, the Parent and the Debtor.

"Assumed Liabilities" means any liability of the Debtor or its assigns arising on or after the Closing under any contract included in the Acquired Assets but only to the extent such contract has been identified as a Material Contract (and for the avoidance of doubt is not an Excluded Asset), and only as it relates to the administration and performance or non-performance of such contract following the Closing, and excluding, for the avoidance of doubt, any liability arising out of or relating to a breach, occurrence or event with respect to such contract that occurred (or resulted from actions taken) prior to the Closing.

"Business" means the business conducted by the Debtor as of December 23, 2008.

"Excluded Assets" include all of the following assets of the Debtor:

1. All cash and cash equivalents;

2. all furniture, office equipment, computer hardware, supplies, materials, equipment, tools, and other items of tangible personal property of every kind owned or leased by the Debtor (wherever located and whether or not carried on the Debtor's books), together with any express or implied warranty by the manufacturers or sellers or lessors of any item or component part thereof and all maintenance records and other documents relating thereto;
3. all minute books, stock records and corporate seals of the Debtor;
4. all equity interests in the Debtor held in treasury (if any);
5. all equity interests in Emporia Capital Holdings, LLC, Neptuno or any other entity;
6. all insurance policies and rights thereunder, except such benefits, rights and proceeds that are Acquired Assets;
7. that certain Credit Agreement, dated February 23, 2007, as amended by Omnibus Amendment No. 1, dated as of February 22, 2008, by and among Emporia Capital Funding LLC, the Debtor, ALESCO CLO Funding, LLC, Emporia Preferred Funding IV, Ltd., each of the conduit purchasers, institutional purchasers and purchaser agents as may be a party from time to time, Sunset Funding Inc., Wachovia Bank, N.A., Wachovia Capital Markets, LLC, U.S. Bank National Association, and Lyon Financial Services, Inc. and any agreements entered into by the Debtor in connection therewith;
8. the Surety and Guaranty Security Agreement dated as of July 27, 2007, and any other agreement entered into by the Debtor in connection therewith;
9. all personnel records and other records that the Debtor is required by law to retain in its possession;
10. all claims for refunds of Taxes and other governmental charges of whatever nature relating to the Pre-Closing Tax Period (as defined in the Asset Purchase Agreement);
11. all rights in connection with and assets of any Plans maintained by the Parent or the Debtor with respect to the Business;
12. all rights of the Parent and the Debtor under the Asset Purchase Agreement and the Ancillary Agreements (as defined in the Asset Purchase Agreement); and
13. the Debtor's registration as an investment adviser under the Investment Advisers Act of 1940, as amended.

"Fund" or "Funds" means, as the context requires, Emporia Preferred Funding I, Ltd., Emporia Preferred Funding II, Ltd. and/or Emporia Preferred Funding III, Ltd.

"Parent" means Cohen Brothers, LLC.

"Permit" means any permit, license, franchise, approval, consent, registration, clearance, variance, exemption, order, certificate or authorization by or of any governmental authority.

"Plan" means any employment, consulting, bonus, incentive compensation, deferred compensation, pension, profit sharing, retirement, stock purchase, stock option, stock ownership, stock appreciation rights, phantom stock, equity (or equity-based), leave of absence, layoff, vacation, day or dependent care,

legal services, cafeteria, life, health, medical, dental, vision, welfare, accident, disability, workmen's compensation or other insurance, severance, separation, termination, change of control, collective bargaining or other benefit plan, understanding, agreement, practice, policy or arrangement of any kind, and whether or not subject to the Employee Retirement Income Security Act of 1974 (as amended and the rules and regulations promulgated thereunder, "ERISA"), including any "employee benefit plan" within the meaning of Section 3(3) of ERISA.

"Purchaser" means Allied Capital Corporation.

"Taxes" means any tax, fee or other like assessment or charge of any kind (including withholding on amounts paid to or by any Person), together with any interest, penalty, addition to tax or additional amount imposed by any taxing authority responsible for the imposition of any such tax (domestic or foreign).