

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
IFMI, LLC	FORMERLY Cohen Brothers, LLC	01/26/2012	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	FGC Securities, LLC		
Street Address:	12 Dewbrosses Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10013		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	85021958	FGC	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	212-931-0746		
Email:	swheeler@fgcsecurities.com		
Correspondent Name:	John Foley		
Address Line 1:	12 Desbrosses Street		
Address Line 4:	New York, NEW YORK 10013		
NAME OF SUBMITTER:	Rachael Fink		
Signature:	/Rachael Fink/		
Date:	12/17/2013		
Total Attachments: 3 source=Assignment of Membership Interests of FGC Securities, LLC#page1.tif source=Assignment of Membership Interests of FGC Securities, LLC#page2.tif source=Assignment of Membership Interests of FGC Securities, LLC#page3.tif			

OP \$40.00 85021958

ASSIGNMENT OF MEMBERSHIP INTERESTS OF FGC SECURITIES, LLC

THIS ASSIGNMENT OF MEMBERSHIP INTERESTS (this "Assignment"), dated as of January 26, 2012, is entered into by and among IFMI, LLC, a Delaware limited liability company ("Seller"), and FGC Holdings, LLC, a Delaware limited liability company ("FGC"). Capitalized terms used but not defined herein shall have the meanings ascribed to them in the Asset Purchase Agreement (as hereinafter defined).

Background:

A. John Foley, Jonathan Godson, FGC, FGC Securities, LLC and Seller are entering into a certain Asset Purchase Agreement dated as of the date hereof (the "Asset Purchase Agreement"), whereby Seller will agree to sell, transfer and assign to FGC, and FGC will agree to purchase and accept from Seller, all of Seller's right, title and interest in, to and under the Purchased Assets.

B. In connection with the entering into of the Asset Purchase Agreement, Seller desires to transfer all of its right, title and interest in 100% of the membership interests of FGC Securities, LLC to FGC and FGC desires to accept the assignment of the membership interests of FGC Securities, LLC.

NOW, THEREFORE, in consideration of the representations, warranties, covenants and agreements contained herein and in the Asset Purchase Agreement, and intending to be legally bound hereby, Seller and FGC agree as follows:

1. **Assignment of Membership Interests.** Seller hereby assigns, transfers and delivers 100% of the membership interests of FGC Securities, LLC to FGC and FGC accepts such assignment.
2. **Further Assurances.** At any time and from time to time after the date hereof, Seller and FGC shall execute and deliver, upon request, all such further documents and instruments and shall do and perform all such acts as may be reasonably necessary to give full effect to the intent of this Assignment.
3. **Indemnification.** FGC shall indemnify, defend and hold Seller Indemnitees harmless from and against any and all Damages incurred or suffered by the Seller Indemnitees as a result of or related to: (a) IFMI's ownership of the membership interests of FGC Securities, LLC, or (b) business operations of FGC Securities, LLC; provided, however, that the right to indemnification pursuant to this Section 3 shall not be available to Seller Indemnitees if it is finally adjudicated by a court or arbitral body that Seller breached Section 5.6 of the Purchase Agreement; provided, further, the indemnification obligations set forth in this Section 3 shall terminate upon Closing.

4. **Asset Purchase Agreement.** In the event of a conflict between this Assignment and the Asset Purchase Agreement, the terms of the Asset Purchase Agreement shall take precedence and control.

5. **Governing Law.** This Assignment shall be governed by and construed and enforced in accordance with the laws of the State of New York, without giving effect to the choice of law provisions thereof. Each party to this Assignment hereby irrevocably submits to the exclusive jurisdiction of any state or federal court sitting in the State of New York, borough of Manhattan, in any action or proceeding arising out of or relating to this Assignment, and each party hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such state or federal court. Each party hereby irrevocably waives, to the fullest extent that it may legally do so, the defense of an inconvenient forum to the maintenance of such action or proceeding.

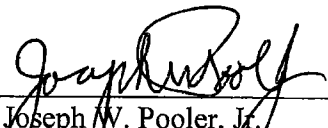
6. **Assignability; Amendment.** This Assignment shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors, heirs, executors, legal representatives and permitted assigns; provided, however, that neither party shall assign any rights or delegate any of the obligations created under this Assignment without prior written consent of the other party; provided, further, that Seller shall have the right, without the consent of FGC, to assign any of its rights and obligations under this Assignment to any Affiliate, but Seller shall remain jointly and severally liable for such obligations, and (b) FGC shall have the right, without the consent of the other parties hereto, to assign its rights and obligations under this Assignment to any successor in interest to its business in connection with a Capital Transaction of such party, so long as such successor in interest agrees in writing to be bound by the provisions of this Assignment.

7. **Counterparts.** This Assignment may be executed in two or more counterparts, each of which shall be deemed an original copy and all of which together shall be considered one and the same agreement, and shall become a binding agreement when one or more counterparts have been signed by each party and delivered to the other parties. Facsimile or electronic (PDF) signatures shall be treated as original signatures.

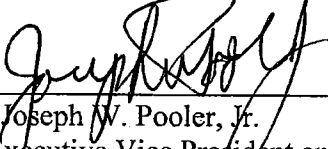
[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment of Membership Interests as of the date first above written.

IFMI, LLC

By: 
Name: Joseph W. Pooler, Jr.
Title: Executive Vice President and CFO

FGC HOLDINGS, LLC

By: 
Name: Joseph W. Pooler, Jr.
Title: Executive Vice President and CFO