

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Centrix Financial, LLC		01/19/2006	LIMITED LIABILITY COMPANY: COLORADO
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FMP Agency Services, LLC as collateral agent		
<b>Street Address:</b>	21 Custom House St.		
<b>Internal Address:</b>	10th Floor		
<b>City:</b>	Boston		
<b>State/Country:</b>	MASSACHUSETTS		
<b>Postal Code:</b>	02110		
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY:		
<b>PROPERTY NUMBERS Total: 5</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	2973983	PMP DEFAULT PROTECTION	
Registration Number:	2783609	CENTRIX	
Registration Number:	2731219	C	
Registration Number:	2909427	CREDIT READY	
Serial Number:	78398090	PMP LIQUIDITY CONTROL PROCESS	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(202)728-0744		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	2027216405		
<b>Email:</b>	christine.wilson@thomson.com		
<b>Correspondent Name:</b>	Corporation Service Company		
<b>Address Line 1:</b>	1133 Avenue of the Americas		
<b>Address Line 2:</b>	Suite 3100		
<b>Address Line 4:</b>	New York, NEW YORK 10036		

CH \$140.00 2973983

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	01/20/2006
<b>Total Attachments: 5</b> source=centrix - fmp agency tm#page2.tif source=centrix - fmp agency tm#page3.tif source=centrix - fmp agency tm#page4.tif source=centrix - fmp agency tm#page5.tif source=centrix - fmp agency tm#page6.tif	

## Trademark Security Agreement

**Trademark Security Agreement**, dated as of January 19, 2006, by Centrix Financial, LLC (the "Pledgor"), in favor of FMP AGENCY SERVICES, LLC, in its capacity as collateral agent pursuant to the Purchase Agreement (in such capacity, the "Agent").

### WITNESSETH:

WHEREAS, the Pledgor is a party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Agent, for the benefit of the Secured Parties, to enter into the Purchase Agreement, the Pledgor hereby agrees with the Agent 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 Pledgor hereby pledges and grants to the Agent for the benefit of the Secured Parties a lien on and security interest in and to all of its right, title and interest in, to and under all the following Pledged Collateral of such Pledgor:

- (a) Trademarks of such Pledgor listed on Schedule I attached hereto;
- (b) all Goodwill associated with such Trademarks; and
- (c) all Proceeds of any and all of the foregoing (other than Excluded Property).

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 Agent pursuant to the Security Agreement and Pledgor hereby acknowledges and affirms that the rights and remedies of the Agent with respect to the security interest in the Trademarks 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 unless the Agent shall otherwise determine.

SECTION 4. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Agent shall execute, acknowledge, and deliver to the Pledgors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 5. 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.

[signature page follows]

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

Very truly yours,

CENTRIX FINANCIAL LLC

By: \_\_\_\_\_

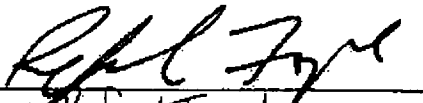


Name: Robert E. Sutton

Title: Chief Executive Officer

Accepted and Agreed:

FMP AGENCY SERVICES, LLC,  
as Agent

By:   
Name: Rafael Fogel  
Title: Vice President

**UNITED STATES TRADEMARKS:**

Registrations:

<u>OWNER</u>	<u>REGISTRATION NUMBER</u>	<u>TRADEMARK</u>
Centrix Financial LLC	Reg. No. 3023106	<b>PMP LIQUIDITY CONTROL PROCESS</b> IC 36. US 100 101 102. G & S: Vehicle loan brokerage, namely facilitating the purchase and sale of interests in vehicle loans
Centrix Financial LLC	Reg. No. 2973983	<b>PMP DEFAULT PROTECTION</b> IC 036. US 100 101 102. G & S: Insurance services, namely obtaining insurance coverage from insurers for loan lienholders
Centrix Financial LLC	Reg. No. 2783609	<b>CENTRIX</b> IC 036. US 100 101 102. G & S: Financial services, namely, underwriting, lending, and risk management ser- vices in the field of auto loans
Centrix Financial LLC	Reg. No. 2731219	<b>C (Graphic)</b> IC 036. US 100 101 102. G & S: Financial, risk manage- ment and lending services; namely, loan underwriting, servicing of loans, provided to financial institutions to facilitate the making of loans to credit impaired borrowers
Centrix Financial LLC	Reg. No. 2909427	<b>CREDIT READY</b> IC 036. US 100 101 102. G & S: Financial services, namely, loan underwriting, risk management services and resale services in the field of auto loans, provided to lend- ing institutions to facilitate lending institutions in making loans to credit impaired borrowers

Applications:

None