

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Centerstone Insurance and Financial Services		10/03/2007	CORPORATION: CALIFORNIA

RECEIVING PARTY DATA

Name:	Allied Capital Corporation, as Administrative Agent
Street Address:	1919 Pennsylvania Avenue, NW
City:	Washington
State/Country:	DISTRICT OF COLUMBIA
Postal Code:	20006
Entity Type:	CORPORATION: MARYLAND

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2859691	BENEFITMALL
Registration Number:	2859688	B BENEFITMALL
Registration Number:	2903569	BENEFITUNIVERISITY
Registration Number:	2629789	BENEFITMALL.COM
Registration Number:	2562920	B
Registration Number:	2410673	BE A POWER BROKER
Registration Number:	2436636	B BENEFITMALL.COM
Registration Number:	3138970	W WESTON GROUP BENEFITS, LLC
Serial Number:	78928576	BENEFITMALL CLIENT READY QUOTE SYSTEM
Serial Number:	78926241	PARTNERSHIP PEOPLE PRODUCTS
Serial Number:	78926207	B BENEFITMALL PARTNERSHIP. PEOPLE. PRODUCTS.

CORRESPONDENCE DATA

Fax Number: (704)339-3470

900088572

**TRADEMARK
 REEL: 003633 FRAME: 0938**

OP \$290.00 2859691

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: ecampbell@rbh.com
Correspondent Name: Elizabeth Campbell
Address Line 1: 101 N. Tryon Street
Address Line 2: Suite 1900
Address Line 4: Charlotte, NORTH CAROLINA 28246

ATTORNEY DOCKET NUMBER:	12714.01041
NAME OF SUBMITTER:	Elizabeth Campbell
Signature:	/Elizabeth Campbell/
Date:	10/04/2007

Total Attachments: 7

source=Trademark Security Agreement#page1.tif
source=Trademark Security Agreement#page2.tif
source=Trademark Security Agreement#page3.tif
source=Trademark Security Agreement#page4.tif
source=Trademark Security Agreement#page5.tif
source=Trademark Security Agreement#page6.tif
source=Trademark Security Agreement#page7.tif

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT, dated as of October 3, 2007, is made by Centerstone Insurance and Financial Services, a California corporation (the "Grantor"), in favor of Allied Capital Corporation ("Allied Capital"), as administrative agent (in such capacity, together with its successors and permitted assigns, the "Agent") for the Lenders and other Secured Parties (each as defined in the Credit Agreement referred to below).

WITNESSETH:

WHEREAS, pursuant to the Second Lien Credit Agreement, dated as of October 3, 2007 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantor, Holdings, the other Credit Parties, the Lenders from time to time party thereto and Allied Capital, as Agent for the Lenders, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and subject to the conditions set forth therein;

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

NOW, THEREFORE, in consideration of the premises and to induce the Lenders and the Agent to enter into the Credit Agreement and to induce the Lenders to make their respective extensions of credit to the Grantor thereunder, the Grantor hereby agrees with the Agent as follows:

Section 1. Defined Terms. Capitalized terms used herein without definition are used as defined in the Guaranty and Security Agreement.

Section 2. Grant of Security Interest in Trademark Collateral. The Grantor, as collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations of the Grantor, hereby mortgages, pledges and hypothecates to the Agent for the benefit of the Secured Parties, and grants to the Agent for the benefit of the Secured Parties a Lien on and security interest in, all of its right, title and interest in, to and under the following Collateral of such Grantor (the "Trademark Collateral"):

1. all of its Trademarks and all IP Licenses providing for the grant by or to the Grantor of any right under any Trademark, including, without limitation, those referred to on Schedule 1 hereto;
 - a) all renewals and extensions of the foregoing;
 - b) all goodwill of the business connected with the use of, and symbolized by, each such Trademark; and

c) all income, royalties, proceeds and Liabilities at any time due or payable or asserted under and with respect to any of the foregoing, including, without limitation, all rights to sue and recover at law or in equity for any past, present and future infringement, misappropriation, dilution, violation or other impairment thereof.

Notwithstanding the foregoing, no Lien or security interest is hereby granted on, and the term "Trademark Collateral" shall exclude, any Excluded Property; provided, further, that if and when any property shall cease to be Excluded Property, a Lien on and security interest in such property shall be deemed granted therein.

Section 3. Guaranty and 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 Guaranty and Security Agreement and the Grantor hereby acknowledges and agrees that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guaranty and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 4. Grantor Remains Liable. The Grantor hereby agrees that, anything herein to the contrary notwithstanding, the Grantor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with their Trademarks and IP Licenses subject to a security interest hereunder.

Section 5. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature pages may be detached from multiple separate counterparts and attached to a single counterpart. Delivery of an executed signature page of this Agreement by facsimile transmission or by Electronic Transmission shall be as effective as delivery of a manually executed counterpart hereof.

Section 6. Governing Law. This Trademark Security Agreement and the rights and obligations of the parties hereto shall be governed by, and construed and interpreted in accordance with, the law of the State of New York.

Section 7. Second Lien Intercreditor Agreement. Agent and First Lien Agent have entered into, and the Grantor and certain other Credit Parties have acknowledged, that certain Intercreditor Agreement of even date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time pursuant to the terms thereof, the "Second Lien Intercreditor Agreement"). To the extent any provision of this Agreement conflicts with the Second Lien Intercreditor Agreement, the Second Lien Intercreditor Agreement shall control.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the Grantor 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,

**CENTERSTONE INSURANCE AND
FINANCIAL SERVICES**, a California
corporation, as Grantor

By: 

Name: T. Scott Kirksey
Title: Vice President, Chief Financial
Officer and Secretary

ACCEPTED AND AGREED
as of the date first above written:

ALLIED CAPITAL CORPORATION,
as Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the Grantor 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,

**CENTERSTONE INSURANCE AND
FINANCIAL SERVICES**, a California
corporation, as Grantor

By: _____

Name:

Title:

ACCEPTED AND AGREED
as of the date first above written:

ALLIED CAPITAL CORPORATION,
as Agent

By: _____

Name:

Title:

Signature Page to Trademark Security Agreement

**TRADEMARK
REEL: 003633 FRAME: 0943**

ACKNOWLEDGMENT OF GRANTOR

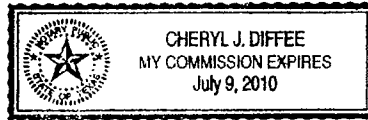
State of Texas)

County of Dallas)

ss.

On this ___ day of _____, 2007 before me personally appeared T. Scott Kirksey, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of CIFS, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Cheryl J. Diffie
Notary Public

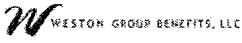


SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT


Trademark Registrations

1. REGISTERED TRADEMARKS

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner
BENEFITMALL	76521596	06/09/2003	2859691	07/06/2004	Centerstone Insurance and Financial Services, Inc. dba BenefitMall, Inc.
 BenefitMall	76521017	06/09/2003	2859688	07/06/2004	Centerstone Insurance and Financial Services, Inc. dba BenefitMall, Inc.
BENEFITUNIVERSITY	76037000	04/28/2000	2903569	11/16/2004	Centerstone Insurance and Financial Services, Inc. dba BenefitMall.com, Inc.
BENEFITMALL.COM	75892659	01/07/2000	2629789	10/08/2002	Centerstone Insurance and Financial Services, Inc. dba BenefitMall.com
	75892658	01/07/2000	2562920	04/23/2002	Centerstone Financial Services, Inc. dba BenefitMall.com
BE A POWER BROKER	75883920	01/03/1999	2410673	12/05/2000	Centerstone Financial Services, Inc. dba BenefitMall.com
	75831376	10/26/1999	2436636	03/20/2001	Centerstone Financial Services, Inc. dba BenefitMall.com

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date	Owner
	78725196	10/03/2005	3138970	09/05/2006	Centerstone Insurance and Financial Services, Inc. dba BenefitMall, Inc.

2. TRADEMARK APPLICATIONS

BENEFITMALL CLIENT READY QUOTE SYSTEM	78928576	07/13/2006	Pending	Pending	Centerstone Insurance and Financial Services, Inc. dba BenefitMall, Inc.
PARTNERSHIP PEOPLE PRODUCTS	78926241	07/10/2006	Pending	Pending	Centerstone Insurance and Financial Services, Inc. dba BenefitMall, Inc.
 Partnership. People. Products.	78926207	07/10/2006	Pending	Pending	Centerstone Insurance and Financial Services, Inc. dba BenefitMall, Inc.