

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Credit-Based Asset Servicing and Securitization LLC		12/19/2007	LIMITED LIABILITY COMPANY:

**RECEIVING PARTY DATA**

Name:	Wilmington Trust Company
Street Address:	Rodney Square North, 1100 North Market St.
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890-1600
Entity Type:	Bank:

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Serial Number:	75211648	C-BASS
Serial Number:	75658272	
Serial Number:	78047891	RADAR
Serial Number:	76408714	RADAR VIEWER
Registration Number:	2269433	C-BASS
Registration Number:	2533273	
Registration Number:	2649409	RADAR
Registration Number:	2693037	RADAR VIEWER

**CORRESPONDENCE DATA**

Fax Number: (866)826-5420  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 301-638-0511  
 Email: ipresearchplus@comcast.net  
 Correspondent Name: IP Research Plus, Inc.

OP \$215.00 75211648

Address Line 1: 21 Tadcaster Circle  
Address Line 2: attn: Penelope J.A. Agodoa  
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	DAP1122107A
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	12/21/2007

Total Attachments: 9  
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## TRADEMARK SECURITY AGREEMENT

### (Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)

WHEREAS, Credit-Based Asset Servicing and Securitization LLC, a Delaware limited liability company (herein referred to as the “**Lien Grantor**”) owns, or in the case of licenses is a party to, the Trademark Collateral (as defined below);

WHEREAS, One or more of the Companies has entered into (i) one or more Repurchase Agreements with the Repo Purchasers and/or (ii) one or more swap agreements, TBAs or similar hedge transactions with Hedge Counterparties;

WHEREAS, prior to the date hereof, various events of default arose under the Repurchase Agreements and/or hedging agreements, along with various defaults under other agreements to which one or more of the Companies are a party, as a result of which the Companies entered into a series of forbearance agreements with the related counterparties, and as of November 13, 2007, into the Override Agreement among the Companies, the Agent, the lenders under the Senior Credit Facility (as defined therein), the counterparties to certain repurchase agreements party thereto, the counterparties to certain swap agreements or TBAs party thereto, the holders of certain demand promissory notes and certain membership interests, certain subordinated note holders, the TRUPS holders, certain current and former employees of the Companies and The Goldman Sachs Group, Inc (as amended, amended and restated or modified from time to time, the “**Override Agreement**”); and

WHEREAS, pursuant to (i) the Junior Lien Security and Custodial Agreement dated as of December 19, 2007 (as amended, amended and restated or modified from time to time, the “**Security Agreement**”) among the Companies, Wilmington Trust Company, acting in its capacity as the junior lien collateral agent for the Secured Parties (in such capacity, together with its successors in such capacity, the “**Grantee**”) and the Collateral Agent, and (ii) certain other C-BASS Security Agreements (as defined in the Override Agreement) (including this Trademark Security Agreement), the Lien Grantor has secured certain of its obligations as described in the Security Agreement (the “**Secured Obligations**”) by granting to the Grantee for the benefit of the Secured Parties a continuing security interest in certain personal property of the Lien Grantor, including all right, title and interest of the Lien Grantor in, to and under the Trademark Collateral (as defined below);

All capitalized terms used herein but not otherwise defined shall have the meaning ascribed to such terms in the Security Agreement, including terms that are defined by incorporation by reference therein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and subject to the terms of the Intercreditor Agreement and the Override Agreement, the Lien Grantor grants to the Grantee, to secure the Secured Obligations, a continuing security interest in all of the Lien Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each United States Trademark owned by the Lien Grantor, including, without limitation, each United States Trademark registration and application referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark;

(ii) each Trademark License to which the Lien Grantor is a party, including, without limitation, each Trademark License identified in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each United States Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by the Lien Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any United States Trademark owned by the Lien Grantor (including, without limitation, any Trademark identified in Schedule 1 hereto), and all rights and benefits of the Lien Grantor under any Trademark License (including, without limitation, any Trademark License identified in Schedule 1 hereto), or for injury to the goodwill associated with any of the foregoing.

The Lien Grantor irrevocably constitutes and appoints the Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Lien Grantor or in the Grantee's name, from time to time, so long as any Event of Default shall have occurred and be continuing, in the Grantee's discretion or at the request and direction of the Required Secured Parties (which request and direction must be in writing if so requested by Grantee) to take with respect to the Trademark Collateral any and all appropriate action which the Lien Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent expressly permitted in the Security Agreement, the Credit Agreement and the Override Agreement, the Lien Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the Trademark Collateral.

The rights and obligations of the Grantee, in addition to the provisions relating thereto herein, shall be governed by the provisions of Section 7 of the First Lien Repo Collateral Security Agreement.

The foregoing security interest is granted in conjunction with the security interests granted by the Lien Grantor to the Grantee pursuant to the Security Agreement. The Lien Grantor acknowledges and affirms that the rights and remedies of the Grantee with respect to the security interest in the Trademark Collateral 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.

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Lien Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 14<sup>th</sup> day of December, 2007.

CREDIT-BASED ASSET SERVICING AND  
SECURITIZATION LLC

By: 

Name: Andrew Richert

Title: EVP

STATE OF New York )  
 ) ss.:  
COUNTY OF New York )

I, Shari Kushner, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Andrew Rickett <sup>EXP</sup> of Credit-Based Asset Servicing and Securitization LLC (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Andrew Rickett, appeared before me this day in person and acknowledged that (s)he signed, executed and delivered the said instrument as her/his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand this 18<sup>th</sup> day of December, 2007.



\_\_\_\_\_  
Signature of notary public  
My Commission expires \_\_\_\_\_

SHARI L. KUSHNER  
Notary Public, State of New York  
No. 02712008225  
Qualified in New York County  
Commission Expires June 22, 2010

Acknowledged:

WILMINGTON TRUST COMPANY  
as Administrative Agent

By: 

Name: **Patrick J. Healy**  
Title: **Vice President**



**Schedule 1  
to Trademark  
Security Agreement**

**CREDIT-BASED ASSET SERVICING AND SECURITIZATION LLC**

**U.S. TRADEMARK REGISTRATIONS**

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
C-BASS	2269433	10-Aug-1999
Fish Logo	2533273	29-Jan-2002
RADAR	2,649,409	12-Nov-2002
RADAR VIEWER	2,693,037	04-Mar-2003

**U.S. TRADEMARK APPLICATIONS**

<u>TRADEMARK</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>
C-BASS	75211648	11-Dec-1996
Fish Logo	75/658272	11-Mar-1999
RADAR	78/047,891	12-Feb-2001
RADAR VIEWER	76/408,714	15-May-2002

**TRADEMARK LICENSES**

None.