

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
Crump Insurance Services, Inc.		01/29/2009	CORPORATION: TEXAS
RECEIVING PARTY DATA			
Name:	Wachovia Bank, National Association		
Street Address:	1525 West W. T. Harris Boulevard		
City:	Charlotte		
State/Country:	NORTH CAROLINA		
Postal Code:	28262		
Entity Type:	a national banking association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77596261	TRI-CITY BROKERAGE	
CORRESPONDENCE DATA			
Fax Number:	(704)350-7800		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	704-350-7728		
Email:	bsmith@winston.com		
Correspondent Name:	Abigail DeBlasis		
Address Line 1:	Winston & Strawn LLP, 214 N. Tryon St.		
Address Line 2:	22nd Floor		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	80393.07002		
NAME OF SUBMITTER:	Abigail L. DeBlasis		
Signature:	/Abigail L. DeBlasis/		
Date:	02/06/2009		

CH \$40.00 77596261

Total Attachments: 6

source=TSA_Crump_Insurance_Services_20090206091050#page1.tif

source=TSA_Crump_Insurance_Services_20090206091050#page2.tif

source=TSA_Crump_Insurance_Services_20090206091050#page3.tif

source=TSA_Crump_Insurance_Services_20090206091050#page4.tif

source=TSA_Crump_Insurance_Services_20090206091050#page5.tif

source=TSA_Crump_Insurance_Services_20090206091050#page6.tif

TRADEMARK SECURITY AGREEMENT

Trademark Security Agreement (this "Agreement") dated as of January 29, 2009 by and between CRUMP INSURANCE SERVICES, INC., a Texas corporation (the "Grantor"), having its chief executive office at 7557 Rambler Road, Suite 300, Dallas, Texas 75231 and WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, as Administrative Agent (the "Administrative Agent"), with offices at 1525 West W.T. Harris Blvd., Charlotte, North Carolina 28262, for the ratable benefit of the Secured Parties.

This Agreement is executed pursuant to the terms of (a) the Credit Agreement dated as of August 1, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") by and among C.G. JCF, LLC, a Delaware limited liability company, as Intermediate Holdco, C.G. JCF Corp., a Delaware corporation, as Borrower, the Lenders who are or may become party thereto and the Administrative Agent and (b) the Collateral Agreement dated as of August 1, 2007 (as amended, restated, supplemented or otherwise modified from time to time, the "Collateral Agreement") executed by the Credit Parties in favor of the Administrative Agent, for the ratable benefit of the Secured Parties. Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Credit Agreement or the Collateral Agreement, as applicable.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

(i) all Trademarks and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark of the Grantor (excluding trademark applications for which Grantor has not filed and had accepted under Applicable Law a "Statement of Use" or "Amendment to Allege Use"), including, without limitation, each Trademark listed on Schedule A;

(ii) each Trademark License, including, without limitation, each Trademark License listed on Schedule B;

(iii) all claims by the Grantor against third parties for (a) past, present or future infringement or dilution of any Trademark, including, without limitation, any Trademark listed on Schedule A or under any Trademark licensed under any Trademark License including, without limitation, any Trademark License listed on Schedule B, (b) injury to the goodwill associated with any Trademark or (c) breach or enforcement of any Trademark License; and

(iv) all products and proceeds of the foregoing.

The rights and remedies of the Administrative Agent with respect to the security interest granted herein are without prejudice to, and are in addition to, those set forth in the Collateral

Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Collateral Agreement, the provisions of the Collateral Agreement shall govern.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first above written.

CRUMP INSURANCE SERVICES, INC., as
Grantor

By: 

Name: Andrew P. Forstenzer
Title: Executive Vice President

ACKNOWLEDGMENT

STATE OF NEW YORK

COUNTY OF NEW YORK

I, Ellen R. Dunkin, a Notary Public for said County and State, do hereby certify that Andrew P. Forstenzer personally appeared before me this day and stated that he is Executive Vice President of Crump Insurance Services, Inc. and acknowledged, on behalf of Crump Insurance Services, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 28th day of January, 2009.



Notary Public

My commission expires:

ELLEN R. DUNKIN
Notary Public, State of New York
No. 4901085
Qualified in Westchester County
Commission Expires July 6, ~~2009~~
2010

Agreed and Accepted as of the 29 day of
January, 2009.

WACHOVIA BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: K. Hanke
Name: Karen Hanke
Title: Director

Schedule A to Trademark Security Agreement

TRADEMARK

Trademark Applications

Mark	Serial Number	Filing Date	Date of First Use
Tri-City Brokerage	77/596,261	October 20, 2008	January 1, 1986

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

NONE