



2-26-04

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/200) Tab settings <span style="font-family: monospace;">⇨⇨⇨</span> ▼		<b>02-26-2004</b>  <b>102678127</b>		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office	
To the Honorable Commission		attached original documents or copy thereof.			
1. Name of conveying party(ies):  American Wholesale Insurance Group, Inc.  <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <input type="checkbox"/> Other _____  Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			2. Name and address of receiving party(ies) Name: <u>General Electric Capital Corporation</u> Internal _____ Address: _____  Street Address: <u>350 S. Beverly Dr., Suite 200</u> City: <u>Beverly Hills</u> State: <u>CA</u> Zip: <u>90212</u>  <input type="checkbox"/> Individual(s) citizenship _____ <input type="checkbox"/> Association _____ <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input checked="" type="checkbox"/> Corporation-State <u>Delaware</u> <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No          (Designations must be a separate document from assignment)          Additional name(s) &amp; address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>		
3. Nature of conveyance:  <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>February 25, 2004</u>			4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>76/525,933</u> & <u>76/476,296</u> B. Trademark Registration No.(s) _____ Additional number(s) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Claudia Immerzeel, Paralegal</u> Internal Address: _____ <u>Paul, Hastings, Janofsky &amp; Walker LLP</u> _____ Street Address: <u>515 So. Flower Street, 25F</u> _____ City: <u>Los Angeles</u> State: <u>CA</u> Zip: <u>90071</u>			6. Total number of applications and registrations involved: ..... <span style="border: 1px solid black; padding: 2px 5px;">2</span> 7. Total fee (37 CFR 3.41)..... \$ <u>65.00</u> <input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> Authorized to be charged to deposit account _____ 8. Deposit account number: _____		
<b>DO NOT USE THIS SPACE</b>					
9. Signature.  <div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="width: 30%;"> <u>Claudia Immerzeel</u>            Name of Person Signing         </div> <div style="width: 30%; text-align: center;">             Signature         </div> <div style="width: 30%; text-align: right;"> <u>February 25, 2004</u>            Date         </div> </div> <div style="text-align: right; margin-top: 5px;"> <span style="border: 1px solid black; padding: 2px 5px;">6</span> </div>					

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01 FC:0521  
02 FC:0522

40.00 OP  
25.00 OP

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

**TRADEMARK**  
**REEL: 002918 FRAME: 0924**

**TRADEMARK SECURITY AGREEMENT (AMWINS)**

TRADEMARK SECURITY AGREEMENT, dated as of February 25, 2004, by AMERICAN WHOLESALE INSURANCE GROUP, INC., a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders referred to below.

**W I T N E S S E T H:**

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Borrowers, the other Credit Parties signatory thereto, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor and the other Borrowers party thereto;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith by and among the Borrowers and Agent (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):


(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

**SCHEDULE I**  
**TO**  
**TRADEMARK SECURITY AGREEMENT**  
**TRADEMARK REGISTRATIONS**

**TRADEMARK REGISTRATIONS**

<u>Trademark Description</u>	<u>U.S. Registration Number</u>	<u>Date Registered</u>
None.		

**TRADEMARK APPLICATIONS**

<u>Trademark Application Description</u>	<u>U.S. Application Number</u>	<u>Date Applied</u>
AMWINS	76/525,933	June 26, 2003
	76/476,296	December 16, 2002

**TRADEMARK LICENSES**

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
None.		

- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral 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.

[signature page follows]

IN WITNESS WHEREOF, 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.

**AMERICAN WHOLESALE INSURANCE GROUP, INC.,**

a Delaware corporation

By: M. Steven DeCarlo  
Name: M. Steven DeCarlo  
Title: CEO

ACKNOWLEDGMENT OF GRANTOR

STATE OF North Carolina

COUNTY OF Mecklenburg

ss.

On this 20<sup>th</sup> day of February, 2004 before me personally appeared M. Steven DeCarlo, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Chief Executive Officer, 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.



Jodie C. Antone  
Notary Public

[SIGNATURE PAGE TO AMWINS TRADEMARK SECURITY AGREEMENT]

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL  
CORPORATION,  
a Delaware corporation, as Agent

By: Keith Alexander  
Name: KEITH ALEXANDER  
Title: VICE PRESIDENT

[SIGNATURE PAGE TO AMWINS TRADEMARK SECURITY AGREEMENT]

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