

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
Zenith Administrators, Inc.		03/31/2005	CORPORATION: MARYLAND
RECEIVING PARTY DATA			
Name:	Caltius Partners III, LP		
Street Address:	11766 Wilshire Blvd.		
Internal Address:	Suite 850		
City:	Los Angeles		
State/Country:	CALIFORNIA		
Postal Code:	90025		
Entity Type:	LIMITED PARTNERSHIP: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	1548720	ACCLAIM	
Registration Number:	1597781	ZENITH ADMINISTRATORS	
CORRESPONDENCE DATA			
Fax Number:	(312)577-4752		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Email:	penelope.johnson@kmzr.com		
Correspondent Name:	Penelope S. Johnson		
Address Line 1:	525 W. Monroe Street		
Address Line 2:	Katten Muchin Zavis Rosenman		
Address Line 4:	Chicago, ILLINOIS 60661		
NAME OF SUBMITTER:	Penelope S. Johnson		
Signature:	/Penelope S. Johnson/		
Date:	04/08/2005		

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Total Attachments: 4

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT dated as of March 31, 2005 is by **ZENITH ADMINISTRATORS, INC.**, a Maryland corporation (the "Grantor") in favor of **CALTIUS PARTNERS III, LP**, a Delaware limited partnership (the "Grantee") individually on behalf of itself as a Holder (as defined in the Investment Agreement) of the Notes (as defined in the Investment Agreement) and on behalf of the other Holders (as defined in the Investment Agreement) under the Investment Agreement (as such term is hereinafter defined).

RECITALS

WHEREAS, Grantor owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and is a party to the Trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, as successor by merger to Zenith Administrators Acquisition, Inc., has entered into an Investment Agreement dated as of even date herewith (the same, as it may be amended, restated, supplemented or otherwise modified and in effect from time to time, being herein referred to as the "Investment Agreement") with Zenith Holding Co., Inc, Grantee, and Caltius Executive Partners III, LP, providing for extensions of credit and other financial accommodations to be made to Grantor by the Holders; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of even date herewith (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and Grantee, Grantor has granted to Grantee for the benefit of the Holders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark licenses, together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of the Obligations (as defined in the Investment Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of 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 presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;
- (2) each Trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark license; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark license, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement and is not intended to increase the rights of Grantee or the obligations of Grantor beyond the rights and obligations contained in the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee 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.

[Remainder of Page Intentionally Left Blank; Signature Page Follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer as of the date first written above.

ZENITH ADMINISTRATORS, INC., a
Maryland corporation

By: _____
Name: John F. Jelinek
Title: President

Schedule 1

U.S. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
ACCLAIM	1548720	July 18, 1989
Zenith Administrators	1597781	May 22, 1990

Trademark Security Agreement

RECORDED: 04/08/2005

**TRADEMARK
REEL: 003063 FRAME: 0046**