

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
Axis Capital, Inc.		08/23/2005	CORPORATION: NEBRASKA
RECEIVING PARTY DATA			
Name:	Harris N.A., as agent		
Street Address:	111 West Monroe Street		
City:	Chicago		
State/Country:	ILLINOIS		
Postal Code:	60603		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2677861	AXIS CAPITAL, INC.	
CORRESPONDENCE DATA			
Fax Number:	(312)803-5299		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	(312) 845-3430		
Email:	kalwa@chapman.com		
Correspondent Name:	Richard Kalwa		
Address Line 1:	111 West Monroe Street		
Address Line 2:	Chapman and Cutler LLP		
Address Line 4:	Chicago, ILLINOIS 60603-4080		
NAME OF SUBMITTER:	Richard Kalwa		
Signature:	/richard kalwa/		
Date:	08/25/2005		
Total Attachments: 5			

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TRADEMARK COLLATERAL AGREEMENT

This 23rd day of August, 2005, AXIS CAPITAL, INC., a Nebraska corporation ("*Debtor*") with its principal place of business and mailing address at 308 N. Locust Street, Grand Island, Nebraska 68801, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to HARRIS N.A., a national banking association ("*Harris*") with its mailing address at 111 West Monroe Street, Chicago, Illinois 60603, acting as agent hereunder for the Secured Creditors defined in that certain Security Agreement hereinafter defined (said Harris acting as such agent and any successor or successors to said Harris in such capacity being hereinafter referred to as "*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of the Debtor and its affiliates as set out in that certain Security Agreement bearing even date herewith by and among Debtor, certain affiliates of Debtor and Secured Party, as the same may be amended, modified or restated from time to time (the "*Security Agreement*"), the terms and provisions of which are incorporated herein by reference.

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark based on an intent to use the same if and so long as such application is pending without an Amendment to Allege Use or a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without an Amendment to Allege Use or a Statement of Use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-

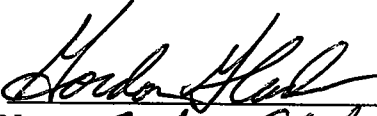
To-Use Application as collateral security for the Obligations. When an Amendment to Allege Use or a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment, mortgage, pledge and security interest in the trademarks, trademark registrations, trademark applications and trademark licenses made and granted hereby are more fully set forth in the Security Agreement.

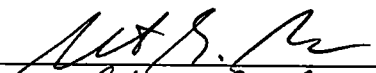
[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

AXIS CAPITAL, INC.

By 
Name Gordon Glade
Title President

HARRIS N.A., as Agent as aforesaid for the
Secured Creditors

By 
Name Robert G. Bonbrun
Title Vice President

SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT

REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS

TITLE	REGISTRATION NO.	REGISTRATION DATE	SERIAL NO.	ISSUE DATE
Axis Capital, Inc.	2677861	January 21, 2003	76397039	April 16, 2002

SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT

TRADEMARK LICENSES

None.