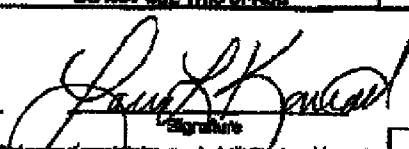


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Form PTO-1594 (Rev. 03/03) ONE No. 0881-0087 (sup. 6/21/2002) Tab settings		RECORDATION FORM COVER SHEET TRADEMARKS ONLY		U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office 6737-81	
To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy hereof.					
1. Name of conveying party(ies): AMMINS Holdings, LLC <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>North Carolina limited liability company</u> 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>Madison Capital Funding LLC, as</u> <u>Second Lien Agent</u> Address: <u>Suite 3700</u> Street Address: <u>30 S. Wacker Dr.</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60606</u> <input type="checkbox"/> Individual(s) citizenship <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>Delaware LLC</u> <small>If licensee is not domiciled in the United States, a licensee representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designation must be a separate sheet with assignment.) Additional state(s) & 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 type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Other <u>Security Agreement</u> Execution Date: <u>October 27, 2005</u>			4. Application number(s) or registration number(s): A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) _____ Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Laura Konrath</u> Internal Address: <u>Winston & Strawn LLP</u> Street Address: <u>35 W. Wacker Dr.</u> City: <u>Chicago</u> State: <u>IL</u> Zip: <u>60601</u>			6. Total number of applications and registrations involved: <u>2</u> 7. Total fee (87 CFR 3.41): \$ <u>65</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account		
8. Deposit account number: <u>232428</u>			9. Signature: Laura Konrath Name of Person Signing		
Signature:  Signature			Date: <u>1/18/06</u> Date		

This number of copies is being submitted. Instructions and document
New applicants to be furnished with required information instructions for
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20514

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Continuation
Item 4

SCHEDULE 1
to
Second Lien Trademark Security Agreement

TRADEMARKS AND TRADEMARK REGISTRATIONS

	<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
①	AMWINS	2,919,605	
②		761476,296	

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Date Filed</u>	<u>Application No.</u>
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TRADEMARK LICENSES

<u>Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>	<u>Subject Matter</u>
<u>As Licensee</u>			
<u>As Licensor</u>			

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Execution Version

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED PURSUANT TO THIS AGREEMENT AND THE EXERCISE OF CERTAIN RIGHTS AND REMEDIES HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT, DATED AS OF OCTOBER 27, 2005, AS THE SAME MAY BE AMENDED, RESTATED, SUPPLEMENTED, MODIFIED OR REPLACED FROM TIME TO TIME (THE "INTERCREDITOR AGREEMENT") AMONG MADISON CAPITAL FUNDING LLC, AS FIRST LIEN AGENT, MADISON CAPITAL FUNDING LLC, AS SECOND LIEN AGENT, MADISON CAPITAL FUNDING LLC, AS CONTROL AGENT, AMERICAN WHOLESale INSURANCE GROUP, INC., AS BORROWER, AMERICAN WHOLESale INSURANCE HOLDING COMPANY, LLC, AND THE DIRECT AND INDIRECT SUBSIDIARIES OF BORROWER PARTY THERETO. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN.

SECOND LIEN TRADEMARK SECURITY AGREEMENT

(TRADEMARKS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)

WHEREAS, AmWINS Holdings, LLC, a North Carolina limited liability company (herein referred to as "Grantor"), owns the Trademarks listed on Schedule 1 annexed hereto and is a party to the Trademark Licenses listed on Schedule 1 annexed hereto;

WHEREAS, reference is made to that certain Second Lien Credit Agreement dated as of October 27, 2005 (as amended, restated, supplemented or modified from time to time, the "Credit Agreement") among American Wholesale Insurance Group, Inc., the financial institutions from time to time party thereto (together with their respective successors and assigns, "Lenders") and Madison Capital Funding LLC, as Second Lien agent for the Lenders (the "Second Lien Agent"); and

WHEREAS, pursuant to the terms of the Second Lien Guarantee and Collateral Agreement dated as of October 27, 2005 (as amended, restated, supplemented or modified from time to time, the "Collateral Agreement") among Grantor, the other grantors party thereto and Second Lien Agent, as agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity pursuant to the terms of such Collateral Agreement, "Grantee"), Grantor has granted to Grantee for the ratable benefit of such secured parties a continuing security interest in or other Lien (as defined in the Credit Agreement) on substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Collateral Agreement);

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NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, 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 arising or acquired:

(i) each Trademark (as defined in the Collateral Agreement) owned by Grantor, including, without limitation, each Trademark registration and application (other than intent-to-use applications) 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 (as defined in the Collateral Agreement) to which 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 such 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 Grantor against third parties for (i) past, present or future unfair competition with, violation of intellectual property rights in connection with, injury to, or infringement or dilution of any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, or licensed by Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or (ii) injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent of Grantee, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) shall have occurred and be continuing, to take with respect to the Trademark Collateral any and all appropriate action which 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, which appointment, being coupled with an interest, is irrevocable.

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

The foregoing security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Collateral Agreement. Grantor does hereby further acknowledge and affirm 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 Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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[signature page follows]

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

AMWINS HOLDINGS, LLC

By: 
Name: Scott K. Purviance
Title: Vice President and Secretary

ACKNOWLEDGED:

MADISON CAPITAL FUNDING LLC,
as Second Lien Agent

By: _____
Name:
Title:

[Signature Page to Second Lien Trademark Security Agreement]

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

AMWINS HOLDINGS, LLC

By: _____
Name:
Title:

ACKNOWLEDGED:

**MADISON CAPITAL FUNDING LLC,
as Agent**

By: T. J. Clark
Name: Trevor J. Clark
Title: Managing Director

[Signature Page to Second Lien Trademark Security Agreement]

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**SCHEDULE 1
to
Second Lien Trademark Security Agreement**

TRADEMARKS AND TRADEMARK REGISTRATIONS

	<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
①	AMWINS	2,919,605	
②		76/476,296	

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Date Filed</u>	<u>Application No.</u>
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TRADEMARK LICENSES

<u>Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>	<u>Subject Matter</u>
<u>As Licensee</u>			
<u>As Licensor</u>			

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