

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement (Second Lien)

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Arrowhead General Insurance Agency, Inc.		08/08/2006	CORPORATION: MINNESOTA

**RECEIVING PARTY DATA**

<b>Name:</b>	Wachovia Bank, National Association
<b>Street Address:</b>	201 South College Street
<b>Internal Address:</b>	8th Floor
<b>City:</b>	Charlotte
<b>State/Country:</b>	NORTH CAROLINA
<b>Postal Code:</b>	28288-0680
<b>Entity Type:</b>	National Banking Association: UNITED STATES

**PROPERTY NUMBERS Total: 9**

Property Type	Number	Word Mark
Registration Number:	2172436	ARROWHEAD
Serial Number:	76620357	ARROWHEAD GROUP
Serial Number:	78651546	ARROWHEAD PREMIUM FINANCE
Serial Number:	78651549	AGIA PREMIUM FINANCE
Serial Number:	78668733	
Serial Number:	78831132	CYPRESS POINT - ARROWHEAD
Serial Number:	78827904	AGIA PAY
Serial Number:	78831039	AGIA PAY
Serial Number:	78827899	ARROWHEAD EXCHANGE

**CORRESPONDENCE DATA**

Fax Number: (704)353-3698  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

OP \$240.00 2172436

Phone: 704 331 5792  
Email: dmillard@kennedycovington.com  
Correspondent Name: Karl S. Sawyer, Jr.  
Address Line 1: 214 N. Tryon St., Hearst Tower, 47th Fl.  
Address Line 2: Kennedy Covington Lobdell & Hickman, LLP  
Address Line 4: Charlotte, NORTH CAROLINA 28202

ATTORNEY DOCKET NUMBER:	13567.140 ARROWOOD GEN
NAME OF SUBMITTER:	Karl S. Sawyer, Jr.
Signature:	/Karl S. Sawyer, Jr./
Date:	08/23/2006

**Total Attachments: 6**

source=ArrowSecondLien#page1.tif  
source=ArrowSecondLien#page2.tif  
source=ArrowSecondLien#page3.tif  
source=ArrowSecondLien#page4.tif  
source=ArrowSecondLien#page5.tif  
source=ArrowSecondLien#page6.tif

**TRADEMARK SECURITY AGREEMENT  
(SECOND LIEN)**

Trademark Security Agreement (this "Agreement") dated as of August 8, 2006 by and between ARROWHEAD GENERAL INSURANCE AGENCY, INC., a Minnesota corporation (the "Grantor"), having its chief executive office at 701 B Street, Suite 2100, San Diego, California 92101, and WACHOVIA BANK, NATIONAL ASSOCIATION, as Administrative Agent (the "Administrative Agent"), with offices at 201 South College Street, 8<sup>th</sup> Floor, Charlotte, North Carolina 28288-0680 for the ratable benefit of the banks and other financial institutions (the "Lenders") from time to time parties to the Second Lien Credit Agreement, dated as of August 8, 2006 (as amended, restated, supplemented or otherwise modified, the "Credit Agreement") by and among Arrowhead General Insurance Agency Holding Corp., (the "Parent"), the Grantor, AGIA Merger Sub Co., ("AGIA Merger Sub", together with Grantor, the "Borrower"), the Lenders and the Administrative Agent.

This Agreement is executed pursuant to the terms of a Second Lien Collateral Agreement dated as of August 8, 2006 by and among the Parent, the Borrower, certain of the Subsidiaries of the Borrower party thereto and the Administrative Agent (as amended, restated, supplemented or otherwise modified, the "Collateral Agreement"). Capitalized terms used herein but not defined herein shall have the meaning assigned to them in the Collateral Agreement.

NOW, THEREFORE, for good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants to the Administrative Agent, a continuing 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) each Trademark, Trademark registration and Trademark application, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application of the Grantor, including, without limitation, each Trademark, Trademark registration and Trademark application described on Schedule A;

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

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

IN WITNESS WHEREOF, the undersigned has executed this Agreement.

ARROWHEAD GENERAL INSURANCE  
AGENCY, INC., as Grantor

By: *Francis D. Ruyak*  
Name: Francis D. Ruyak  
Title: President

ACKNOWLEDGMENT

STATE OF California  
COUNTY OF San Diego

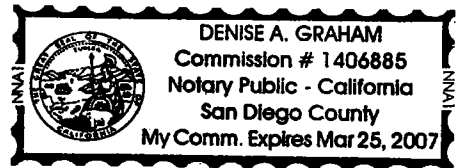
I, Denise A. Graham, a Notary Public for said County and State, do hereby certify that Francis D. Ruyak personally appeared before me this day and stated that (s)he is President of Arrowhead General Insurance Agency, Inc. and acknowledged, on behalf of Arrowhead General Insurance Agency, Inc. the due execution of the foregoing instrument.

Witness my hand and official seal, this 8th day of August, 2006.

*Denise A. Graham*  
Notary Public

My commission expires:

03-25-07



[Signature Pages Continue]

Agreed and Accepted as of the  
8<sup>th</sup> day of August, 2006.

WACHOVIA BANK, NATIONAL ASSOCIATION,  
as Administrative Agent

By: William R. Goley  
Name: WILLIAM R. GOLEY  
Title: DIRECTOR  
WACHOVIA BANK, NATIONAL ASSOCIATION

Schedule A to Trademark Security Agreement

TRADEMARKS

Trademarks and Trademark Applications:

<b>Owner</b>	<b>Trademark or Trademark Application</b>	<b>Registration Or Application Number</b>	<b>Filing Date</b>
Arrowhead General Insurance Agency, Inc.	ARROWHEAD	2172436	Issued 7/14/98
Arrowhead General Insurance Agency, Inc.	ARROWHEAD GROUP	76/620,357	Filed 11/12/04
Arrowhead General Insurance Agency, Inc.	Arrowhead Premium Finance	78/651,546	Filed 6/15/05
Arrowhead General Insurance Agency, Inc.	AGIA Premium Finance	78/651,549	Filed 6/15/05
Arrowhead General Insurance Agency, Inc.	AGIA Logo	78/668,733	Filed 7/12/05
Arrowhead General Insurance Agency, Inc.	Cypress Point Arrowhead	78/831,132	Filed 3/07/06
Arrowhead General Insurance Agency, Inc.	AGIA Pay	78/827,904	Filed 3/02/06
Arrowhead General Insurance Agency, Inc.	AGIA Pay & Design	78/831,039	Filed 3/07/06
Arrowhead General Insurance Agency, Inc.	Arrowhead Exchange & Design	78/827,899	Filed 3/02/06

Schedule B to Trademark Security Agreement

TRADEMARK LICENSES

Trademark Licenses:

Name of Licensee/Licensor	Date	Trademark Licensed/Assigned	Description of Product License Applies
Arrowhead has granted a limited license to three independent insurance producers, wherein the producers are allowed to post the Arrowhead "shoe" logo on their website for advertising purposes.			